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THE SOLICITORS' JOURNAL

NOTICE

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The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page ii.

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Current Topics.

Annual Report of the Public Trustee.

THE TWENTY-SECOND General Report of the Public Trustee covering the twelve months ending 31st March, 1930, and issued with such commendable promptitude, again shows that the office is a paying proposition, for the surplus on the year's working is £26,498. This is less than was anticipated, due mainly, as the report states, to (i) the maintenance of the bonus at an increased rate; (ii) some additions to staff, and some improvements in salary scales; and (iii) the inactivity of investment business "during the financial anxieties which attended the winter months." The aggregate value of the new cases (1,004) accepted during the year is £13,883,458, and including accretions to old trusts shows a slight increase over the preceding year, though over half of them were under £5,000 in value. The capital value of the funds and lands for which the Public Trustee is now responsible is approximately £220,000,000, the annual income of which is about £11,000,000. Two losses incurred by trusts have been made good out of current revenue. One (£245) represented a further liability in respect of a loss incurred during the previous year, and the other (£815) arose out of a mistake in 1914, which resulted, under peculiar circumstances, in a dividend being "misrouted" for fifteen years. On the other hand an old loss of £1,601 has been recovered in full and a loss of £4,635 (incurred in 1928) has also been recovered, which indicates that the work of this important office is being done thoroughly and well.

Solicitors' Benevolent Association.

WE ARE sure that solicitors throughout the country will welcome the announcement that the PRINCE OF WALES has consented to become patron of this Association, and we earnestly hope that all provincial law societies and, indeed, members of the profession generally will respond to the appeal of the directors for increased funds for that branch of the work of the Association which is concerned with the education of children of deceased members. The recent establishment of the Cecil A. Coward Fund and the receipt of the Walter Maddoc Simpson Bequest will, no doubt, do much in assisting to make provision for the education, maintenance and advancement of children coming within the objects of the Association, but as there is urgent need for additional members, and for a sum of £7,500 to enable that work to be carried on effectively, we trust that the appeal will meet with a full and ready response.

Claim to the 33⅓ per cent. Increase after Taxation.

A RECENT case of some interest to solicitors is *Re Lough* (1930), W.N. 115. A solicitor delivered a bill of costs without adding at the end a claim for the 33⅓ per cent. addition to the profit charges allowed by the Solicitors' Remuneration Rules, 1930, embodied in Ord. 65, r. 10B. The bill having been taxed, the solicitor submitted his objections to the taxation in which he claimed to add the 33⅓ per cent. to the profit costs allowed. The client objected to that being done and the taxing master refused to make the addition. Mr. Justice LUXMOORE held that the taxing master was wrong. The learned judge pointed out that the reason for the rule that a bill of costs could not, except by leave of the court, be altered after a common order for taxation had been made was that the incidence of the costs of the taxation depended upon the answer to the question whether one-sixth or more had been taxed off, but that had no application to the percentage, as Ord. 65, r. 10B, provides that "the increase hereby authorised shall not affect the question whether a bill of costs when taxed is or is not less by one-sixth part than the bill delivered sent or left." Moreover, as the learned judge said, until the bill had been taxed, the amount of the percentage could not be ascertained, and there was no magic in putting at the end of the bill a claim for the 33⅓ per cent. This decision seems to be in accordance with common sense, but it is not always that a rule of practice is not applied because, in the circumstances, the reason for it does not exist. Order 65, r. 10B, says that "the total in any bill of costs of the fees prescribed by this Order (as distinct from payments) shall . . . be increased by 33⅓ per centum and such increase shall be allowed upon any taxation of costs . . ." That appears clearly enough to mean that, after determining the amount of the profit costs, the taxing master is to allow an additional 33⅓ per cent. There is no qualification that the allowance is only to be made if claimed on the bill at the time of delivery, nor is there any reason, so far as we can see, why any claim should be made until the bill has been taxed and the amount of the profit costs ascertained.

Publication of Interviews.

IN *Re Sir Robert Thomas and Others* (*The Times*, 31st May), MAUGHAM, J., held that the court can commit not only for conduct likely to affect the court's orders, but also for conduct likely to affect parties to proceedings. The applicants had had a receiver appointed by the court in a debenture-holders' action; and they moved to commit one of the respondents, who had authorised publication in certain newspapers of interviews in which he stated that by so doing they had "smashed the goodwill and organisation of the business in a day," and to commit also the other respondents (the managing editor and the owners and publishers of the newspapers) on the ground that the publication of the interviews constituted contempt of court. They contended that the statements made in the interviews would alarm the stockholders of the company, of which the receiver had been appointed, and would thus depreciate the value of its property. The first respondent apologised for any contempt of which he might have been guilty, and promised that his future conduct would be more careful. The other respondents expressed regret for inaccuracies, but denied that there was contempt; any further

proceedings in the debenture-holders' action, they said, would come before a Chancery judge, who could not possibly be affected by the articles published. MAUGHAM, J., did not commit, but ordered all the respondents to pay the costs of the motion. He expressed the opinion that jurisdiction to commit did not stop at cases in which orders of the court were likely to be affected. Were that so, he said, litigants might air what views they pleased pending the hearing of actions. The course of justice might be affected where, as in the case before him, injurious statements about parties to actions were published; for such statements might affect the conduct of the parties, e.g., by causing them to discontinue, and they might also deter other persons in future cases of a like nature, from coming to the court even with a perfectly good cause of action; and for those reasons he held that the publication of the interviews was not justified.

Freehold Flats.

IN A letter to *The Times*, published the 2nd June, Mr. J. O. STRONG points out, in correction of a statement which appears to have been made by Mr. STAFFORD CRIPPS, K.C., to a Select Committee of the House of Lords, that, by s. 205 of the Law of Property Act, 1925, land of any tenure is recognised as capable of division "horizontally, vertically, or made in any other way," and, as examples of freehold buildings divided horizontally, instances some of those in Lincoln's Inn. It is quite true that some at least of the houses in New-square are dealt with in all respects as if each floor were freehold, but it does not appear that the tenure has been tested in the courts, though it was mentioned by counsel in *Corbet* v. *Hill* (1870), L.R. 9, Eq. 671. In that case, however, and *Laybourne* v. *Gridley* [1892] 2 Ch. 53, it was recognised that a freehold building might have a projection overhanging another freehold, and it was held in the first case that the column of air above the projection was vested in the owner of the soil, and not of the projection. From the recognition of a freehold with an irregular boundary in three dimensions, it may perhaps be fairly deduced that a complete rectangular figure in a building might be held as a separate freehold. As between the owner of minerals and the owner of the surface, the latter is entitled to the *coelum*, but the title to the air in the case of superincumbent flats does not appear to have been worked out. If, however, the owner of the top flat could lay claim to it, it could hardly profit him, for the erection of another storey would increase the burden of support on the subjacent tenement, which presumably would not be within his rights. In *Humphries* v. *Brogden* (1850), 12 Q.B. 739, which was an early case on the right of support as between surface owner and mineowner, Lord CAMPBELL, after remarking as to the comparative silence of other systems of law on the matter, quotes ERSKINE'S "Institute of the Law of Scotland," as to the right of support when a house is divided into different floors or stories, each floor belonging to a different owner, "which frequently happens in the City of Edinburgh." A fire by which a block of freehold flats was burnt down might occasion some difficulty, but it may be presumed that each freeholder would be entitled to an aerial rectangle, and to his easement of support, at least if and when rebuilding took place. One may in conclusion suggest that a tenure recognised by the Honourable Society of Lincoln's Inn receives something like a hall-mark of legality.

Pensions and Bankruptcy.

ON THE 28th May, FARWELL, J., in *Re Garrett* (*The Times*, 29th May), decided a short point arising on s. 14 of the Police Pensions Act, 1921, read in conjunction with s. 51 (2) of the Bankruptcy Act, 1914. A retired detective-inspector, entitled to a pension under the 1921 Act, became bankrupt, and the Official Receiver, as the trustee in bankruptcy, applied to the local county court, having jurisdiction under s. 51 (2) of the Act of 1914, for an order for the payment of the pension to him, or of such part thereof as the court might think just. This latter section, it may be observed, empowering a court to order payment of pension or salary wholly or partly to a trustee in bankruptcy, is of respectable antiquity so far as bankruptcy law is concerned, for there was a somewhat similar provision in s. 29 of the Insolvent Debtors Act, 7 Geo. IV, c. 57. This enabled the court to order that a certain proportion of the pay or pension of an officer or Government servant should be paid to the assignee in bankruptcy, with the consent of the chief officer of the department to which the bankrupt (in the statute referred to as "the prisoner") belonged. In *Ex parte Battine* (1833), 4 B. & Ad. 690, this section was applied to the pension of Dr. BATTINE, a former Advocate-General in Admiralty, and, as illustrating the stringency of the bankruptcy law and practice a hundred years ago, the Lords of the Admiralty consented to no less than £180 out of his £200 a year pension being attached to pay his debts. The Acts of 1869 and 1883 contained similar provisions, and the section of the present Act was thoroughly discussed in the House of Lords in *Hollinshead* v. *Hazleton* [1916] 1 A.C. 428, a case on the salary of an Irish Member of Parliament, who, with some ingenuity, had contrived lawfully to sit and vote in Parliament as an undischarged bankrupt. In *Re Ward* [1897] 1 Q.B. 266, the section of the previous Act was applied to military half-pay. The present case really arose on the express provision contained in s. 14 (1) of the Police Pensions Act, 1921, that a pension granted under it shall not pass to the pensioner's trustee in bankruptcy. FARWELL, J., held that this section prevented the pension passing to the trustee as part of the debtor's assets, but did not affect the court's discretion to make an order for the pension, or some part of it, to be paid to the trustee under the 1914 Act. He therefore remitted the case to the county court for the exercise of the discretion. The effect of the decision appears to be that any pension or allowance not wholly voluntary (as in *Re Wicks* (1881), 17 C.D. 70) comes within s. 51 (2) above. The provision, indeed, has previously been held to apply to an inalienable Indian pension in *Re Saunders* [1895] 2 Q.B. 424—in which case, however, the court in its discretion declined to make an order. But income payable under a protective trust, not being payable as of right to a bankrupt, would no doubt be held outside the section.

Soviet Marriages.

THE DECISION of HILL, J., in *Nachimson* v. *Nachimson*, *ante*, p. 14 [1930] P. 85, that a Soviet marriage cannot be recognised as legal in our courts, was one as to which, our readers may remember, we expressed considerable doubt. It has now been over-ruled by the Court of Appeal (74 SOL. J. 370). The Russian law appears to allow such easy divorce that HILL, J., held in effect that marriages under it were mere unions at will, and not permanent. Whether any divorces could be much easier than those at Reno, or even in our own court on hotel bill evidence, may be a controversial question; but HANWORTH, M.R., pointed out in his judgment that the most faithful adherents of life-long monogamy could do no more in Russia than Mr. and Mrs. NACHIMSON had done to solemnise their union, and that *primâ facie* every Russian marriage, like every English marriage, must be deemed to be made "till death us do part." The polygamy cases, where one man can lawfully be the husband of two or more women simultaneously, are of course on a different footing. The previous recognition in our courts of foreign Jewish marriages, subject to the rule of the "ghet" divorce, was in fact entirely inconsistent with the decision of HILL, J., in *Nachimson*, an inconsistency pointed out on p. 57, *ante*, by our sprightly correspondent, Miss ROSA DARTLE—whom Mr. COPPERFIELD will no doubt be able henceforth to meet without the shadow of an insoluble legal riddle between them. See also our note on *Spivack* v. *Spivack*, *ante*, p. 96. The essence of the decision of the Court of Appeal is that, given a marriage made for life or until dissolved by law, it will be recognised here without reference to the ease or otherwise of its dissolution.

Dower and the New Legislation—a Reply.

By FREDERICK E. FARRER, Barrister-at-Law.

I.

It is clear that from the moment of conjunction of husband's sole seisin, etc., and marriage, the wife had common law title inchoate, which her husband could not defeat.

It follows then that the onus lies on those asserting no dower to prove their case, not on the other side. That this common law title inchoate remained after the Dower Act, until, if ever, the husband exercised his thereby given statutory power or privilege to defeat its consummation is equally clear. How otherwise after 1833 did the widow get dower when her husband died intestate without exercising his power under s. 6 ?

The Act *gives* no dower (we are not now speaking of the two special cases, ss. 2 and 3, where the Act specially gives dower, not given by the law). She got dower obviously because her inchoate title arising and continuing during the whole coverture remained undefeated of consummation at his death.

Lawyers 100 years ago understood this: "Hayes' Conv.," 4th ed., vol. I, p. 302, speaks of the husband's disappointing *power*; "Hayes' & Jarman Conc. Pr.," 4th ed., p. 259*n*, of his disposing *power*.

Not only impliedly in s. 4, but expressly in ss. 8 and 10, the Act recognises the common law title inchoate as continuing till, if ever, defeated.

Her interest was vested, subject to the possibility of defeasance, much like that of a child of twenty-one under the ordinary marriage settlement: Farwell, 3rd ed., p. 310 *et seq.*; *Re Megret* [1901] 1 Ch. 547, who may be defeated by appointment.

The repeal repeals what the Act gave—this defeasance power—and does not "revive" what the common law, not the Act, gave, viz., the common law title, which was in force and in existence at the date of the repeal.

II.

A construction has been suggested that never even occurred to the writer as possible, viz., that A.E.A., s. 45 (*c*), must be read as if the words "in real estate as to which her husband dies intestate" must be referred only to "every *other* estate and interest" and not to "dower and freebench."

This argument is to take away a most favoured common law right (*See* III, *infra*); and even if s. 45 (*c*) had stood as a separate independent section by itself altogether outside Pt. IV it would still have been a question whether on well-recognised principles of interpretation it should not be read as consistent as far as possible with the common law, and the writer's contention would, to say the very least, be equally admissible with that advanced by this suggestion.

But s. 45 is not an independent section: it is one of a bundle (ss. 45-52 inclusive) included under Pt. IV headed "*Distribution* of Residuary Estate."

These words alone import (so long as testamentary power remains) distribution on "intestacy," total or partial, and obviously refer to s. 33, giving "intestate" property on trust for sale.

What has the distribution of property as to which Smith dies "intestate," to do with whether Mary, his widow, can recover dower out of Blackacre, which Smith has conveyed in his lifetime, or effectively devised by his will, to Brown ?

Every section in Pt. IV, moreover, deals expressly with intestate property, and with that only; s. 45, "descent," "devolution," "intestate"; ss. 46-48, "the residuary estate of the intestate"; *cf.* s. 33 (4): note specially the preliminary words in s. 49; s. 50, note reference to statutes of distribution, and "on an intestacy under the foregoing provisions of this part of this Act"; s. 51, "dies intestate"; s. 52, "the intestate," etc.

III.

The writer now shows why he considered Mr. EASTWOOD's interesting point so unsound, that to save space he did not mention it.

The point advanced is that the possibility of the legal descent of the husband's estate to his issue by the wife, was so essential a condition of dower, that were the legislature to eliminate issue from the legal descent, as it has done in fact since 1897, dower would automatically be abolished.

With deference this suggestion rests on a misconception of what LITTLETON, in s. 53, both says and means.

Remembering that till 1897, issue, in its due order, always ranked first in the class of heir called to the legal inheritance; it seems to the writer clear that on s. 53 taken alone, and even more abundantly clear when we read his chapters (he wrote by chapter not by section) on "Tail" and "Dower," that LITTLETON, writing by the law of his day, is, in s. 53, but summarising the practical result, introduced by DE DONIS, viz., that a gift in special tail on the donees' first marriage shall revert on failure of issue of that marriage.

Had that superlatively great and accurate writer meant what is contended for by the proposition advanced, he would not only have stated that proposition in the clear terms of which he was master, but stated it, certainly not in s. 53 where he deals only with dower of special tail, but in his *general* (s. 36) dealing with dower of fee simple and tail general.

Strange indeed would it be for LITTLETON to advance such a proposition when we remember that: *First*, as he himself tells us, the birth of issue was never essential to dower, s. 36; *Second*, on assignment, the widow was in of the severalty assigned, by her husband, not by the heir, as of an emanation or prolongation of her husband's estate, and by fiction of relation back as immediately on his death, and that the immediate descent on his death of the whole to the heir, was as to the severalty defeated by the assignment, and turned to descent of a reversion, as LITTLETON again tells us: "Littleton," s. 393; see also "Brooke's Tenant by Curtesy," p. 10; "Watkin's Descent," pp. 73, 76, 86; "Park's Dower," pp. 269, 340-344; "Gilbert's Tenares," p. 27, and the writer's "Lecture on Curtesy" (hereinafter called "Curtesy"), 43 L.Q.R. 87, 93, note 7, 95-97; *Third*, "the tenant in dower is so much favoured, as that it is the common by-word in the law, that the law favoureth three things: (1) Life; (2) Liberty; (3) Dower": "Francis Bacon's Uses," p. 38. We gave, in our first article, a most striking illustration of this favour: see *Butler & Baker's Case*, 3 Coke 27 (*b*); Perkins, s. 352; see further Park, pp, 17-19.

What is, and always has been essential to dower, is not the particular individual on whom the law or legislature might from time to time cast the legal descent, but that the husband's estate must be of such legal nature as has continuity in the eye of the law necessarily sufficient to support the right.

We can trace dower (though afterwards enlarged in the wife's favour) and curtesy right into the reign of HENRY II, who died 1189 A.D.: "Glanville Beames," pp. 111-136, 193-195; "Curtesy," pp. 91, 92.

This is a date, roughly, 100 years before the *Statute de Donis* made estate tail of what was before fee conditional, 300 years before LITTLETON wrote, 360 years before there was any legal power of devise, which was first given by the Statute of Devise of HENRY VIII (the common law gave no power of devise), and 700 years before, by the L.T.A. 1897, the legislature cast the legal fee simple on the personal representative.

Hence, when we first find curtesy and dower, the only estates capable of legal continuance necessarily sufficient to support the right, were the three estates of inheritance known to the common law, viz., fee simple, fee potentially terminable at common law, and fee conditional; and these estates are then not only potentially inheritable by issue, the first rank of heir, but, as a fact, must also necessarily descend on issue (if any). There could not be dower or curtesy of the husband's

life estate, or estate *pur autre vie*, for both legally ceases on his death, the latter being cast on the person in possession, or if none, then on him who first entered, the occupant: "Co. Litt.," 41 (*b*), "Challis 2nd," 327, 328; "Rolle Abr. I," 676; and when a special occupant was at length allowed and named, he took as *persona designata*, not by descent; and of course the widow might outlive the life.

But in 1286 A.D. passed the Statute *De Donis Conditionalitus*, given "Coke," 2nd Inst. 331.

The recitals show that had land been given expressly to Henry and Anne and the heirs engendered between them, or expressed as in frank marriage on their marriage, then on birth of issue they could have aliened to the donor's prejudice. The Statute directs that henceforth the donor's will shall be observed, that the second husband shall not have curtesy, that the issue of the second marriage shall not inherit, that on deaths of Henry and Anne and their issue the land shall revert.

LITTLETON, writing 200 years afterwards, and sixty years before the Statutes of Devise, divides estates tail into two species: general, where the issue of every marriage of the donee is inheritable (ss. 14, 15, 21, 22); special, where descendibility is only to the issue of the particular marriage indicated by the donor.

Of gifts in tail special he gives five instances:—

First, to Henry and Anne and the heirs of their two bodies begotten: here both take special tail (s. 16);

Second, on their marriage expressed in frank marriage: both take special tail (s. 17);

Third, to Henry and Anne and *his* (not *the*) heirs which he shall beget on Anne: Henry takes special tail, Anne life estate (ss. 27, 28);

Fourth, to Henry and Anne and *the* (not *his*) heirs which he begets on Anne: both take special tail, heirs not being appropriated more to him than to her (s. 28);

Fifth, to Henry, leaving out Anne altogether, and his or the heirs which he shall beget on Anne: Henry takes special tail, Anne nothing (ss. 29, 53).

Then (ss. 32-34) LITTLETON points out that in all these cases of special tail, should Henry survive Anne and there be no issue of that marriage, or being such all die, Henry will thenceforth be tenant in tail after possibility of issue extinct; in point of quantum *a mere life estate* (which, of course, cannot confer dower), though because of the inheritance once in him he will be unimpeachable of waste: *Lewis Bowles' Case*, 11 Coke 79(B); "Brooke Abr. Waste," p. 60.

And now we reach his chapter on Dower (ss. 36-55). He begins with dower *generally* (s. 36); and here, whether she has issue or not, he gives the widow dower first of fee simple, second of tail general, and third of the estate in general tail held by *the heir* of special tail, all of which are in fact descendible to *all* issue (s. 34). In this *general* section he has nothing whatever about descendability to issue.

But he still has to deal with dower of special tail, and so almost at the end of his chapter he takes the fifth instance above as being the most illustrative.

Why? Because in all the other four instances Anne, the first wife, has a direct estate under the very gift, and so in her case dower can arise only in the fifth instance.

He tells us in this fifth instance that Anne shall have dower. Why? Obviously because during the *joint* lives of Henry and Anne, Henry *must* be tenant in special tail, an estate of inheritance, with legal incident of dower, which the donor cannot exclude: *Maldmay's Case*, 6 Coke 41 (A).

But that Mary, the second wife, shall not have dower. Why? Because the Statute *De Donis* requires reverter on failure of issue of the first marriage; consequently Henry may survive that issue (if any) and consequently become mere tenant for life in point of quantum.

Read the whole of s. 53, the key word is "for" = "because." I respectfully venture to assert that LITTLETON, who also wrote the chapter on Tail, and s. 36 and s. 393, who knew of the common law favour to dower, and was writing by the law of his day, would be dumbfounded to learn that he, of all people had been taken as authority for the proposition that should the legislature eliminate issue from legal heirship dower would be automatically eliminated.

This section has been cited: *Re Dawson*, 39 Ch.D. 155; *Re Deloitte* [1926] Ch. 56; but only to bring in COKE'S comment to show that the law presumes a woman of any age to be capable of child-bearing. We add the following, though we regard it as superfluous.

The L.T.A., 1897, cast the fee simple on the personal representatives as trustees "for the persons by law beneficially entitled thereto" (s. 2 (1)); had the proposition advanced been good, this Act would have abolished dower, since the words are not "for the persons who if this Act had not passed would be beneficially entitled thereto," and though the representatives must convey to the person entitled "as heir, devisee *or otherwise*" (s. 3 (1)); the last words would be satisfied by a special occupant requiring conveyance. Yet none has ever suggested that dower or curtesy was abolished in 1897; there have been reported decisions on both since that date, and the A.E.A., s. 45, and S.L.A. treat both as existing in 1926.

The Legislature does not agree with the proposition; had it done so, it would have been content with para. (*a*) of A.E.A., s. 45, and not added the copulative, but in that view weakening paras. (*b*) and (*c*) dealing expressly with dower and curtesy.

Though eliminated from the legal, the issue still remains in the equitable descent, through the trust for sale and of rents till sale, though the widow is added as temporary beneficiary.

IV.

To conclude: though the question may come before the Chancery Division it is still purely a matter of common law, which, as we have shown, most specially favoured dower.

[Mr. Farrer's original article appeared in our issue of 25th January last (74 SOL. J. 50)—ED., *Sol. J.*]

Private Prosecutions.

IN his charge to the Grand Jury at the opening of the April Sessions of the Central Criminal Court Sir ERNEST WILD, K.C., made some important observations with regard to the law affecting private prosecutions.

He said that he had received notice of a voluntary bill being presented, and pointed out that at common law any person was at liberty to prefer a bill of indictment before the Grand Jury against any other person without a previous inquiry before a justice as to the truth of the accusation.

Realising that that was a perilous position for the liberty of the subject, there was an Act, called the Vexatious Indictments Act, passed to protect the subject against that procedure, and in a great many cases a Grand Jury could not find a bill unless the case has been before a magistrate, or the Attorney-General has given a fiat, or one of the judges has ordered or allowed a bill to be preferred.

The range of the Vexatious Indictments Act, 1859, is demonstrated by the list of the offences it covers, viz., perjury, subornation of perjury, conspiracy, obtaining money or other property by false pretences, keeping a gambling house or disorderly house, and any indecent assault. Other statutes have brought the following offences within the scope of the Act, viz.: all misdemeanours under Pt. 2 of the Debtors Act, 1869, and the Bankruptcy Act, 1914, all libels, all misdemeanours under the Criminal Law Amendment Act, 1885, all offences punishable on indictment under the Merchandise Marks Act, 1887, offences under the Prevention of Corruption Act, 1906, offences under the Punishment of Incest Act, 1908, and misdemeanours under Pt. 2 of the Children Act, 1908.

In all the cases detailed above it is a condition precedent to a bill being presented to or found by a Grand Jury that

either the prosecutor has been bound by a recognisance to prosecute or give evidence against the person accused, or that the person accused has been committed to or detained in custody, or has been bound by recognisance to appear to answer to an indictment to be preferred against him, or that the indictment for such offence, if charged to have been committed in England, be preferred by the direction or with the consent in writing of a judge of one of the superior courts of law or of His Majesty's Attorney-General or Solicitor-General for England, or (in the case of an indictment for perjury) by the direction of any court, judge or public functionary authorised by the Perjury Act, 1911; s. 1 of the Vexatious Indictments Act, 1859.

Under s. 2 of the Act of 1859, where the justice or justices refuse to commit in any of the above cases, if the prosecutor wishes to go on, the justice or justices must take the recognisance of the prosecutor to prosecute and transmit the recognisance together with the depositions and information to the court in which the indictment ought to be preferred.

In *Reg.* v *Lord Mayor of London*, 50 J.P. 750, a mandamus was sought against the defendant directing him to take the recognisance of a prosecutor in a case coming within the Vexatious Indictments Act, 1859. The magistrate had dismissed the charge on the ground that there was no evidence to support it, and DAY, J., in holding that the defendant must take the prosecutor's recognisance to prosecute, said that his dismissing the charge was tantamount to a refusal to commit.

In *Reg.* v. *Bray*, 3 B. & S. 255, a judge having given no direction at the trial to prosecute a witness suspected of perjury, a fortnight later granted an application for his consent to prosecute the witness for perjury. No notice of the application was given to the person it was proposed to prosecute, and nothing was laid before the judge, save a copy of a newspaper containing a report of the proceedings at the trial, on which he wrote "I consent to the prosecution in this case."

Chief Justice COCKBURN, in upholding the power of the judge to grant his consent under such circumstances, said "As to the circumstances under which that direction or consent shall be given, it has left them entirely within the discretion of the judge, and the court will not interfere with its exercise."

Under s. 4 of the Administration of Justice Act, 1920, where a prisoner has pleaded guilty or admitted the truth of the charge against him before the magistrates, the clerk to the justices must transmit a certificate to that effect to the clerk of assize or the clerk of the peace in the court to which the prisoner is committed, and the Grand Jury must forthwith on the production of such certificate and without any other evidence return a true bill.

Under s. 19 of the Criminal Justice Act, 1925, the attendance of a Grand Jury at quarter sessions is dispensed with where by the fifth day preceding such quarter sessions no persons have been committed other than persons in respect of whom certificates have been transmitted pursuant to s. 4 of the Administration of Justice Act, 1920.

If, therefore, a private person wishes to prosecute another at such quarter sessions, he cannot prefer a bill to the Grand Jury, but must present it direct to the court in which such person is to be tried, without the intervention of a Grand Jury.

But wherever there is a Grand Jury the common law still applies to all cases which are not subject to the Vexatious Indictments Act, 1859, and a private person may prefer a bill of indictment in such cases without any preliminary inquiry before justices.

Colonel Henry Allan Roughton May, C.B., V.D., solicitor, of Eastern-road, Fortis Green, N., and of Dowgate-hill, E.C., for many years Colonel of the Artists Rifles, who died on 30th April, aged sixty-six, left property of the value of £27,246, with net personalty £25,550. He gives £100 to the Artists Rifles War Memorial Fund, and £200 to his partners for the clerks in the firm.

Company Law and Practice.

XXXII.

A CORRESPONDENT in the current issue at p. 368 raises an interesting point with regard to the decision of MAUGHAM, J., in *Re Coliseum (Barrow) Ltd.* (1930) W.N. 101, a case dealing with directors' fees, some portion of which had accrued due more than six years before the date of the making of an order for the winding up of the company. Reference was made in our editorial column on 24th May to this decision, where it was suggested that, as a result, directors who were looking after their own interests, should not let their fees get more than six years in arrear at any time. Our correspondent suggests, for reasons which appear in his letter, that the decision is not sound, and though, of course, it stands unless and until reversed or varied by a higher authority, the question is one of sufficient general interest to warrant an examination of it, but it is felt that justice cannot properly be done to the subject until a full report is available for perusal; the short pre-report note of the "Weekly Notes," though always extremely valuable from the point of view of the practitioner who wishes to keep up to date, cannot, and is not intended to, cover the ground fully; however, when the more detailed report has appeared, the question will be further discussed in this column.

During the last seven months there have been discussed in this column many of the changes which were introduced into the law relating to joint stock companies by the Companies Act, 1928, and incorporated in and brought into operation by the Companies Act, 1929, but the subject of what was known in the popular press as "share-hawking" has not yet been at all extensively dealt with. The summer time used to be the great season for the share hawker, or at any rate for that variety of the *genus* which conducted its trade by means of personal appeals, or a house to house canvass, for reasons which anyone who is acquainted with the climate of Great Britain during the winter months will readily appreciate.

The section which deals with share-hawking is s. 356, and it is one of the two sections in the Companies Act, 1928, which became operative as part of that Act. It was originally s. 32 of the Companies Act, 1928, and came into force on the passing of that Act, that is to say, on 3rd August, 1928. It may be noted in passing that the other section of the Act of 1928 which became operative was s. 53 of that Act (now s. 153 of the Act of 1929, which was referred to in connexion with class meetings in this column last week) which came into operation on 7th February, 1929, by virtue of an Order in Council, with such stealth as to prove a trap, not only for the unwary, but also for the extremely wary, as was shown on at least one occasion.

The side note to s. 356 speaks of "Restrictions on offering of shares for subscription or sale"; and the section may be considered as dealing with two separate forms of activity, firstly, the house to house canvass, and secondly, offers in writing.

The house to house canvass is shortly but firmly dealt with by sub-s. (1), which enacts that it shall not be lawful for any person to go from house to house offering shares for subscription or purchase to the public or any member of the public; but it adds that in the sub-section "house" shall not include an office used for business purposes, thereby showing that the legislature subscribes to the interesting and popular fallacy that the man of business has less need of protection from the consequences of his folly than his stay-at-home sister. The expression "shares" is defined in just about as wide terms as it is possible to imagine by sub-s. (7), which says that, in s. 356, unless the context otherwise requires, it means the shares of a company, whether a company within the meaning of the Companies Act, 1929, or not, and includes debentures and units (which latter word means any right or interest, by whatever name called, in a share). It will be observed that the prohibition imposed by the sub-section

extends to both the offering of shares as defined in the section for subscription, and the offering of them for purchase; it is curious to observe that the sidenote to the section refers to "offering for sale," while the section itself speaks of "offering for purchase," the meaning of the two phrases is certainly the same, but consistency could have done no harm, even though the marginal notes form no part of the Act.

For the purposes of sub-s. (1), it is necessary to ascertain, or to attempt to ascertain, what is meant by "the public or any member of the public." It is not, of course, the first time that the expression "the public" has been found in an Act relating to joint stock companies, and there is authority on the point which will be referred to later; but it is, apparently, the first occasion on which any attempt has been made to assist the construction of the word. Sub-section (7) lays down that, for the purposes of s. 356, a person shall not in relation to a company be regarded as not being a member of the public by reason only that he is a holder of shares in the company or a purchaser of goods from the company. FARWELL, J., in *Burrows* v. *Matabele Gold Reefs & Estates Co. Limited* [1901] 2 Ch. 23, at p. 27, held that an offer made solely to shareholders or debenture-holders of a company was not an offer to the public within the meaning of the Companies Act, 1900, and the definition in s. 356 (7) is intended to negative the possibility of any attempt to apply the decision above to that section.

Any person acting, or inciting, causing or procuring any person to act in contravention of the section is liable to get six months or a fine of £200, or both, for a first offence, and twelve months or a fine of £500, or both, for second and subsequent offences (s. 356 (5)). Further, the court before which any person is convicted in England of having made an offer in contravention of the section may order that any contract made as the result of the offer shall be void, and may in such case give consequential directions for the repayment of money or re-transfer of shares; but where such an order is made, an appeal therefrom, and from the consequential directions, lies to the High Court (s. 356 (8)).

(*To be continued.*)

A Conveyancer's Diary.

Rent-charge—Benefit and Burden of Covenant for Payment.

The question whether the benefit of a covenant for payment of a rent-charge is enforceable by the successors in title of the grantee to the rent-charge was before the court in *Grant* v. *Edmondson* (1930), W.N. 117.

The facts in that case were that Thomas, Earl of Wilton conveyed a plot of land to one John B. Edmondson in fee simple, and the grantee granted out of that plot to the Earl and the person or persons who would for the time being have been entitled to the receipt of the rents and profits of the said plot if the conveyance had not been made and for every year thereafter the rent of £142 7s. 3d.

There were the usual powers of distress and entry and a covenant by the grantee for himself, his heirs, executors, administrators and assigns with the said Earl, his heirs and assigns, and other the person or persons who would for the time being have been entitled as aforesaid that he the grantee, his heirs and assigns, would pay the yearly rent thereby reserved to the person or persons entitled thereto under the reservation thereinbefore contained.

The Earl died in 1882, and under and by virtue of various deaths and two successive disentailing deeds and resettlements the Wilton estates passed ultimately to the Seventh Earl, the present tenant in tail (who was born in 1921), and became vested in the plaintiffs as statutory owners thereof. In none of those title deeds was there an express assignment of the benefit of the covenant to pay the rent-charge.

J. B. Edmondson died in 1887, leaving a will of which the first defendant was executor, the other defendants being the present trustees thereof, who admitted that they had in their hands part of the testator's estate. In 1920 these trustees sold the plot to one Williams, and conveyed the same to him in fee simple subject to the payment of the yearly rent-charge and to the covenants on the part of the grantee and conditions contained in the conveyance of 1867. In 1927 Williams became bankrupt and his trustee having disclaimed all interest in the plot by an order of August, 1929, the bankrupt's interest therein was vested in the plaintiffs in fee simple. The rent-charge was paid down to 25th December, 1927.

The plaintiffs not having exercised their rights of distress and entry before the plot became vested in them, and the bankruptcy having interfered with the efficacy of any remedy for arrears which might have been available against Williams, brought an action for payment by the defendants for the arrears down to the date when the plot was vested in them.

The question was whether the plaintiffs as successors in title to the grantee of the rent-charge could sue the defendants on their testator's covenant.

It is, in the first place, necessary to consider by whom such covenants are enforceable at common law.

Although there was some authority to the contrary, it seems to have been settled that such a covenant does not run with the rent-charge so as to be enforceable by the successors in title of the grantee. In *Brewster* v. *Kidgell* (1796), 12 Mod. 166, Holt, C.J., expressed the view that such a covenant ran with the rent and might be enforced by the assignee of the rent against the grantor, and that appears to have been the opinion of Lord St. Leonards (Sugden's "Vendor and Purchaser," 14th ed., p. 591). However, in *Milnes* v. *Branch* (1816), 5 M. & S. 411, Lord Ellenborough, C.J., said (at p. 417), with reference to *Brewster* v. *Kidgell*: "I am inclined to think that the language of Lord Holt as to the right of the assignee of the rent to have covenant, was extra-judicial, and putting aside that dictum, I do not find any authority to warrant the position that this covenant runs with the rent." That view of the law prevailed and was adopted in later cases (see *Kennedy's Executors* v. *Steward* (1836), 7 I.L.R. 421; *Randall* v. *Rigby* (1838), 4 M. & W. 130).

The next point is whether there is statutory authority enabling such a covenant to be enforced by the successors in title of the grantee.

This turns upon the construction of s. 5 of the Real Property Act, 1845, now, with slight alteration, re-enacted by s. 56 (1) of the L.P.A., 1925, which reads: "A person may take an immediate or other interest in land or other property, or the benefit of any condition, right of entry, covenant or agreement over or respecting land or other property, although he may not be named as a party to the conveyance or other instrument."

In *Forster* v. *Elvet Colliery Co., Ltd.* [1908] 1 K.B. 629; *sub. nom. Dyson* v. *Forster* [1909] A.C. 98, the effect of s. 5 of the Real Property Act, 1845, was considered. In that case the owners of minerals (although not of the surface) demised the coal under a certain area to C, and C covenanted with the lessors "and as separate covenants with other the owners or owner, occupiers or occupier for the time being of the said lands" to pay compensation for all damage occasioned by the working of the demised coal. C died, and the lease was assigned to a colliery company who worked the coal and caused a subsidence of the surface. The devisees in trust of a surface owner who was living at the date of the lease, and other surface owners who had acquired their title since that date, brought actions against the colliery company, and the executors of C, for damages in respect of the subsidence by virtue of the covenant.

In his judgment in the Court of Appeal, Cozens-Hardy, M.R., said: "Now, under the old law it is settled that the owner of the surface not being mentioned as a party to the deed, could not have sued on the covenant. But, having regard to

s. 5 of 8 & 9 Vict., c. 106, this difficulty is removed, assuming the covenant to be 'respecting any tenements or hereditaments.' I think that those words mean that the covenant must be one which runs with the land"; and Farwell, L.J., said: "On the construction of this Act I am of opinion that it applies only to covenants that run with the land; the Act is one for the amendment of the law of real property; the words 'respecting any tenements or hereditaments' are as apt to describe a covenant running with the land as is the usual phrase 'relating to the land,' and they occur in connexion with the provision that an immediate estate or interest in land may be taken by a person not a party to an indenture."

The decision in that case did not, however, turn upon whether the section applied only to covenants running with the land, because the court held that the covenant in question there, did, in fact, run with the land, but it is worth noting that in the House of Lords Lord Macnaghten, who made the principal speech, said: "Whether the section must be confined to covenants running with the land may perhaps be doubted." Apart from the doubt expressed by Lord Macnaghten, it was, therefore, settled that s. 5 of the L.P.A., 1845, only applied to covenants running with the land at common law, and as, according to the authorities already referred to, a covenant to pay a rent-charge does not run with the rent at law, that section had no application to such a covenant.

Turning now to *Grant* v. *Edmondson*, Clauson, J., held that the covenant to pay the rent-charge was a collateral covenant, not being one which would run with the rent-charge at common law, and that s. 56 of the L.P.A. carried the matter no further, and the action was therefore dismissed. The learned judge does not seem to have mentioned the doubt expressed by Lord Macnaghten, and followed the very definite opinions to be found in the judgments in the Court of Appeal.

It may therefore be taken that the operation of s. 56 (1) of the L.P.A. is confined to covenants which run with the land at common law, and whilst extending the rights under such covenants so far as regards the persons by whom they may be enforced, does not enlarge the class of covenants enforceable.

It will be noticed that in *Grant* v. *Edmondson* the action was brought against the personal representatives of the original covenantor, who were not the owners of the land during the period in respect of which the rent was claimed. It was therefore only upon the covenant (if at all) that the plaintiffs could sue. If the claim had been against the owner for the time being (the terre-tenant) of the land upon which the rent was charged the plaintiff could have succeeded not on the covenant but in an action for debt (*Thomas* v. *Sylvester* (1873), L.R. 8, Q.B. 368; *Searle* v. *Cooke* (1890), 43 Ch. D. 519), for although the burden of such a covenant does not run with the land, the terre-tenant is liable in debt for payment of it.

It has been held that a tenant for years in occupation is not liable in debt for payment of a rent-charge (*Re Herbage Rents Greenwich* [1896] 2 Ch. 811), from which it seems to follow that now a mortgagee in possession will not be liable, *sed quære*.

Landlord and Tenant Notebook.

Conditional Acceptance of Offer.

The old question of agreement "subject to . . ." has been before the courts again; in *Marks* v. *Board*, reported in our issue of 31st May, it was held that a document describing itself as a memorandum of agreement, but containing the words "subject to surveyor's report," did not express a binding contract. It was, said Rowlatt, J., perfectly understood that the purchaser would not decide definitely till he had heard what the surveyor had to say about it.

But the qualification of an acceptance by words commencing with the expression "subject to" does not always amount to a condition. If, as is often the case, the qualification refers to submission to or approval by legal advisers, it is for the court to apply the rules of construction and to say whether the acceptance, or the machinery for carrying it out, be qualified.

In *Crossley* v. *Maycock* (1874), L.R. 18, Eq. 180, Jessel, M.R., said: "If there is a simple acceptance . . . accompanied by a statement that the acceptor desires that the arrangement should be put into some more formal terms, the mere reference to such a proposal will not prevent the court from enforcing . . . But if the agreement is made subject to certain conditions, then specified or to be specified by the party making it, or by his solicitor, then until those conditions are accepted there is no formal agreement such as the court will enforce." This proposition was approved and applied in *Bonnewell* v. *Jenkins* (1878), 8 Ch. D. 70, C.A., in which the qualifying words "subject to the conditions of the lease being modified to my solicitor's satisfaction" were held not to amount to a condition. Similarly, in *Chipperfield* v. *Carter* (1895), 72 L.T. 487, acceptance including the expression "the said lease to be approved in the customary way by my solicitor," was held to be valid, for the words indicated no more than a desire to guard against irregularities.

An example of reference to legal advisers amounting to a condition is to be found in *Von Hatzenfeldt-Wildenburg* v. *Alexander* [1912] 1 Ch. 284, which was an action for specific performance of a contract to assign. The letter relied upon was in form a letter of acceptance but "subject to" four matters, including: "that —— solicitors approve the title to, and covenants contained in, the lease, the title from the freeholder and the form of contract." It was held by Parker, J., that while there was authority for the proposition that where a party stipulates that his solicitor shall approve the title such stipulation need not be a condition at all, relating as it does to means rather than to agreement, yet, if the freehold title, which cannot be called for, has to be approved, that makes it a condition.

When the words "subject to" are followed by words indicating the preparation, etc., of a formal contract, they are generally construed as a condition. The older decisions to this effect are *Honeyman* v. *Marryat* (1855), 21 Beav. 14, and *Winn* v. *Bull* (1877), 7 Ch. D. 29, in which the expressions used were "subject to the terms of a contract being arranged," and "subject to the preparation of a formal contract" respectively. To quote Jessel, M.R., again (in the second-mentioned case): "If two persons agree to all the terms and say, 'We will have the terms put in form,' there is a contract; if they agree that up to a certain point the terms shall be the terms of the contract, but that the minor terms shall be submitted to a solicitor, and shall be such as are approved of by him, then there is no contract."

In spite of this lucid statement of principle, the present century has seen a vast amount of litigation arising out of "acceptances" thus qualified. In *Watson* v. *McAllum* (1902), 87 L.T. 547, agents accepted "subject to an agreement stating fully the conditions being prepared and signed at our office on Monday"; the allusion to preparation was held to import a condition. In *Bromet* v. *Neville* (1909), 53 Sol. J. 321, "subject to the approval of a formal contract" was held to mean that there was no contract till the formal contract was approved. The decision in *Rossdale* v. *Denny* [1921] 1 Ch. 57, C.A. ("subject to a formal contract to embody such reasonable provisions as my solicitors may approve") was to the same effect; for a review of this and other cases by the Court of Appeal, see *Chillingworth* v. *Esche* [1924] 1 Ch. 97, C.A. The most recent case is *Lockett* v. *Norman Wright* [1925] Ch. 56, in which it was pointed out that the words "subject to suitable agreements being arranged between your solicitors and mine" did not make the solicitors agents for the purpose of concluding a bargain.

On the other hand, the phrase "subject to contract as agreed" does not make the acceptance conditional (*Filby*

v. *Hounsell* [1896] 2 Ch. 737); and we suggest, in conclusion, that when a question arises as to the enforceability of an agreement expressed in a document containing the words "subject to . . ." two tests should be applied to whatever follows: (*a*) Does it relate to past or future? If to past, there is a valid agreement; (*b*) If it relates to the future, does it introduce new matter or a suggestion of machinery for carrying out what has been settled? If it introduces a suggestion of machinery only, there is still a valid agreement.

Our County Court Letter.

THE CARRIAGE OF BIRDS BY RAILWAY.

THE above subject has been considered in two recent cases. In *Eldon* v. *The Great Western Railway*, at Ross-on-Wye County Court, the claim was for £15 7s. as damages for breach of contract, the plaintiff's case being that the defendants had agreed to convey from Ross, and to deliver within a reasonable time at Bradshawgate, Bolton, a consignment of twelve dressed turkeys intended for the Christmas market. The birds had been despatched at 8 a.m. on the 23rd December, and in the ordinary course they would have reached Bolton about 5 p.m. the same day, but they did not in fact arrive until 10 p.m. on the 24th December, some hours after the consignee had closed his shop. This was too late for the Christmas trade, and the defendants wrote on the 26th December to the plaintiff, informing him that the consignee had refused delivery, and that the turkeys were being held at owner's risk. On the plaintiff's refusal to take them back, the birds were sold by the defendants for £3, which was less than one-fifth of the contract price, viz., 2s. 2d. per lb., for a total weight of 138 lbs. The contention for the plaintiff was that, as the company had had possession of the birds for thirty-six hours, they were not delivered within a reasonable time, but a submission was made on behalf of the defendants that there was no case to answer, as (1) the birds were consigned at owner's risk, viz., at standardised rates and under special conditions of carriage, (2) even under the latter the plaintiff had failed to prove any wilful neglect or misconduct on the part of the defendants or their servants. His Honour Judge Kennedy observed that the plaintiff might have done better if he had accepted the birds back and sold them himself, as the defendants were entitled to judgment, with costs.

In *Tout* v. *Greenslade and others* (representatives of the Bristol Cage Bird Society) the plaintiff claimed £100 as damages for negligence, which resulted in the death of a Dartford Warbler. The plaintiff's case was that he had exhibited in the defendants' show according to their conditions of entry, in which they announced (*a*) that exhibitors must put a price upon every bird entered, but (*b*) the management had had twenty years' experience, so that choicest birds might be sent with every confidence, and (*c*) all exhibits from a distance would be returned early on the last evening of the show, in order to arrive early the following morning. The plaintiff had telegraphed for his birds to be returned by the 5.50 p.m. train, but the defendants had replied that they were unable to do so, and they in fact missed the last train. The birds therefore remained on the station until 4 a.m., when they were despatched by a train reaching Portsmouth at 4 p.m., but one was dead on arrival and three others died subsequently. The plaintiff's evidence was that the birds were insectivorous, having to be fed three times a day, and they could not go more than twelve hours without food, but he denied that they were liable to heart trouble, so as to be affected by the jolting of the train. As to value, the plaintiff admitted that Dartford Warblers could be bought for £2 or £3 in Germany, and that the parents of the dead bird cost 25s. only. Expert evidence was given, however, that the bird in question, considering its record and prospects, was worth £50, but that it would only survive about ten hours after being fed and watered, and had probably died between 3 a.m. and 4 a.m. The defendants denied negligence, and their case was that (1) no other complaints had been received, (2) a Dartford Warbler could exist for nearly twenty-four hours after feeding, (3) the plaintiff's bird would be feeling the strain of half-a-dozen shows in two months, (4) £10 was sufficient to buy any prize winner. The jury found, after a retirement, that sufficient care had not been exercised by the society, and the damages were assessed at £12 10s., for which sum His Honour Judge Parsons, K.C., gave judgment, with costs.

Practice Notes.

ACROBAT'S CLAIM FOR WORKMEN'S COMPENSATION.

IN *Scott* v. *The Grand Theatre (Wath) Limited*, recently heard at Rotherham County Court, the applicant was known as "Caraval, the King of the Unsupported Ladder," and he alleged that the sudden failure of the electric light had caused him to lose his balance, whereby he had fallen from a height of about thirteen feet. An award was claimed for the consequent injuries, but the case for the respondents was that, even if the applicant was a workman, his employers were the Royal Empire Stage Circus, who had hired the theatre for their performances from the respondents. The applicant's contention, however, was that he was compellable to give his own performance at regular intervals, and was therefore subject to control off the stage, as well as during his "turn." His Honour Judge Greene, K.C., pointed out that there was no evidence that, apart from the time of his performance being fixed, the applicant's time was interfered with in the slightest degree. He was not therefore, entitled to compensation under the above Act, and the application failed.

LIEN UNDER HIRE-PURCHASE AGREEMENT.

THE power of sale implied by the above can only be exercised on certain conditions, as shown by the recent case of *Willoughby* v. *Barker*, at Sheffield County Court, in which the claim was for £4 2s. 6d., paid on account of a mahogany bureau. The purchase price was £5 5s., but the plaintiff had paid 5s. down, and the bureau had been "laid away" pending the payment of the balance by instalments. The latter were continued for a year, but the plaintiff then fell ill, and two more years elapsed before he tendered the amount outstanding, viz., £1 2s. 6d. It then transpired that the bureau had been sold, in accordance with a notice in the shop that goods would be sold if payments were not maintained, but the defendant offered to repay £3 2s. 6d., i.e., the amount already paid, less £1 for storage and depreciation. It was contended on her behalf that business would be impossible if the mere fact of payment of a deposit prevented the goods from being sold, but His Honour Judge Greene, K.C., pointed out that, on the contract of sale being entered into, the property passed to the buyer, who was entitled to notice of intention to sell, as the exhibition of a general notice to that effect was insufficient. He therefore held that, while a deposit is a definite sum given as proof of good faith, it becomes part of the purchase price on the payment of other sums, as the latter could not also be regarded as deposits. Judgment was therefore given for the plaintiff for the amount claimed, and costs. It is to be noted that the above case was outside the Sale of Goods Act, 1893, s. 4, which deals with the giving of something in earnest to bind the contract, or in part payment, but only relates to contracts of sale for £10 and upwards.

Alderman Frank Collis, solicitor, of Miramar, The Parade, Deganwy, Carnarvon, and formerly of Stoke-on-Trent, Staffs, notary public, ex-Mayor of Stoke-on-Trent, Conservative candidate for Hanley in 1924 General Election, left estate of the gross value of £17,804, with net personalty £7,354 15s. 7d.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Remittances from Abroad.

Q. 1930. A has been for some years employed in a colony, by a colonial public authority. He returns to England, on leave, with full pay, and at the end of his leave terminates his employment and settles here. He has invested his savings in colonial securities, and has a balance at a colonial bank. His leave pay was paid by the employers to his colonial bank, and a monthly sum was sent to him by the bank during his leave, on his own instructions. The employers have no office in England, and the employment was exclusively carried out abroad, and no home was maintained in England until A returned on leave. We shall be obliged for your opinion as to whether A is liable for income tax on :—

(1) The monthly sums sent to England by A's colonial bank.

(2) The balance at his colonial bank, and the *corpus* of his investments, if and when they are remitted to A in England.

(3) The money brought by A to England in his pocket. Can you refer us to any decisions ?

A. It would appear that A came to England with the intention of becoming "resident" in this country and, on this assumption, our replies to the above queries are :—

(1) Yes.

(2) No. These would be remittances of capital and not income.

(3) No, this was not "income" received or arising while A was resident here.

Reference to decisions of the courts would appear to be unnecessary. It must be admitted that A is resident in this country and is consequently liable to tax on all *income* he receives irrespective of its source.

Joint Tenancy—Mutual Wills—No Severance.

Q. 1931. A client of mine and his wife were joint tenants of a house. The wife, who has since died, made a will giving a life estate of all her property to her husband and afterwards the residue elsewhere. The making of such a will could not, of course, of itself affect my client's right of *jus accrescendi* as far as the house is concerned. However, he made a mutual will, but has destroyed it since his wife's death and made a new will. The question is "Did the making of mutual wills sever the joint tenancy in equity, the result being (if this is the case) that half of the house would pass under the wife's will to my client for life, the other half being his absolutely" ?

A. The will of one joint tenant does not effect a severance. *Jus accrescendi præfertur ultimæ voluntati.* As mutual wills can be revoked at any time by notice, the one testator to the other, or without notice if the revoking testator is the first to die, we do not think that the existence of the mutual wills modifies the usual rule.

Production of Deeds where no Acknowledgment Given.

Q. 1932. Where a vendor retains title deeds as relating to other land, and the usual acknowledgment of the right of production and undertaking for safe custody is not given in the conveyance, or in writing or at all, has the purchaser and/or the persons subsequently deriving title under him, any implied or statutory right to production of the deeds so retained ? If so, what is the authority therefor ? If not, can the person in whose possession the deeds now are be compelled to give an acknowledgment and undertaking in the usual form ?

A. Where the grantor conveys as beneficial owner or as settlor the implied covenant for further assurance includes an obligation to give the usual acknowledgment and (probably) undertakng (*Fain* v. *Ayres* (1835), 4 L.J. Ch. 166). Of course, the purchaser or his assignee (for whose benefit the covenant runs) must pay the expense. It is thought it would probably now be held that the practice of conveyancers implies such an obligation in case of other grantors, but there is no authority to this effect as difficulty so seldom arises. Apart, however, from such implied obligation, the production of deeds can, it is believed, only be compelled by subpœna in an action. It is a vendor's obligation to get production of the earlier deeds up to the limit of the title he has to show under his contract for sale, though the purchaser must pay the cost of production and of inquiries as to the whereabouts of the deeds (per Lopes, L.J., in *Re Stuart and Olivant and Seadon's Contract* (1896), 65 L.J. Ch., at p. 578).

Will—Specific Devise—Damage to Devised Property by Gale before Assent.

Q. 1933. The will of a testator, who died in October last, contained a specific devise of a dwelling-house. After several pecuniary legacies and specific bequests, the residue of the estate, after satisfying them and payment of just debts and funeral expenses, was given to two charitable institutions equally. Shortly after the death of the deceased, there was an unusual gale locally and a considerable amount of damage was done to the roof and chimney stack of the property. The executor instructed the necessary repair to be carried out and is about to assent to the devise and he wishes to know whether the cost of these repairs is payable out of the residuary estate, or should be borne by the specific devisee.

A. The assent, unless a contrary intention appears, relates back to the testator's death (Ad. of E. A., 1925, s. 36 (2)). On the authority of *Re Pearce* [1909] 1 Ch. 819, the expenditure necessary to preservation should be charged to the devisee who will be entitled to rents less outgoings.

Mortgage—Abortive Further Charge—Redemption—Costs.

Q. 1934. A, a mortgagee, was approached by his mortgagor, B, for a further advance, which was granted. The further charge was prepared and engrossed by A's solicitors in the usual way, but before execution by B his solicitors intimated that B had executed a deed of assignment. The trustee has now paid off the mortgage, but A declines to hand over the deeds until the account incurred by him in connexion with the further charge is paid. The trustee promises to "deal with" the account, but requires the deeds in the meantime. Please advise A as to whether his lien extends to the costs in question.

A. The costs of a mortgage deed cannot be added to the "price of redemption" : *Wales* v. *Carr* [1902] 1 Ch. 860. We do not see any difference in principle between the costs of a mortgage and the costs of an abortive further charge. The Council of The Law Society (Opinion of 19th February, 1897, No. 879, on p. 229 of the 1923 Edition of "Law Practice and Usage" in the Solicitors' Profession) has expressed the opinion that if it is desired to make an intended mortgagor responsible for the costs of the intended mortgagee in the event of the mortgage going off without the intended mortgagee's default, there should be an express agreement to that effect. The "Opinion" refers to *Wilkinson* v. *Grant*, 25 L.J. C.P. 233.

Correspondence.

"A Solicitors' Fidelity Guarantee Fund."

Sir,—I have read the article on "A Solicitors' Fidelity Guarantee Fund" in your issue of the 3rd inst., and particularly note the circumstance of the fund raised by the New Zealand Law Society, with power to make special levies on members of the profession.

I am glad your contributor suggests that any such scheme introduced into England should have a more limited indemnity, because it seems to me that in England, at any rate, the working of the full scheme would tend to increase fraudulent conversion and embezzlement by solicitors.

As to whether honest solicitors should or should not contribute small annual fees towards such a fund is arguable, for not only is the protection of the public to be considered, but also the possible encouragement to some solicitors to be careless knowing there was a fund to protect the defrauded clients. The question of a levy upon honest solicitors to cover the defalcations of dishonest solicitors, seems to me to have but one ultimate result, namely, to increase embezzlement.

I view the position as this: There are many solicitors who at present are just able to make a comfortable income from their profession. They are honest and industrious, but if they were faced with the knowledge that at any time they might be called upon to pay any sum, depending entirely upon the magnitude of a defaulting solicitor's fraud, and that, not necessarily once a year, but after the first occasion, and until further annual fees should come into the fund, as frequently during the ensuing year, as there were frauds by solicitors discovered during the period, many would be encouraged to "feather their own nest" actually at the expense of the richer members of the profession.

The further effect of such scheme would be the break up of the profession, by causing those who had not ample assured incomes to seek other means of earning a livelihood.

I recognise that in every scheme that has been put forward so far, there are defects some of which would affect the layman, some of which would affect the solicitor in a small way, and some of which would affect the man in a big way of business.

I have, however, been expecting that someone would make a suggestion that in each town, the Law Society of that town (or in country districts, the nearest Law Society) should be the "Solicitor Principal" for the town and the members of that Law Society should be agents in The Law Society's employ.

A scheme not unlike this *has* been suggested, namely, that solicitors should be paid by the Government in the same manner that panel doctors are paid, or as civil servants are paid and be accountable to the Government. Such scheme or course, would be looked on with suspicion by the layman for to-day he does not trust government paid officials.

But, though the suggestion I have made would at first sight seem to do away with the possibility of each solicitor having his own personal clients, whose interests are as his own, I think careful development of the scheme would overcome that difficulty, for there need be nothing to prevent a layman asking The Law Society that a particular solicitor agent should conduct his work.

The great advantage would be that all moneys received by the various solicitors would be payable to the particular Law Society of which they were agents and administered by its Council. Amounts received in small instalments could be paid over to the Society monthly or quarterly.

By such a scheme the public would know that The Law Society had put its own house in order.

As principals the Law Societies could in proper cases dismiss solicitors, which dismissal would mean expulsion from the profession, or, in cases of minor breaches of etiquette where expulsion would be too drastic, could, for a period at least, relegate such offending solicitor to a class of work where there was little scope for him to be unprofessional, or suspend him as now. Methods could be found for suitably rewarding any solicitor whose personal efforts or ability were of sufficient merit.

I have not set out the disadvantages of the scheme, for if you publish this letter in full, you will no doubt have much correspondence pointing out those defects, but I should like to ask that any such correspondents should, in addition to criticising the scheme adversely, include suggestions for improvements or a better scheme.

By such means no doubt the opinions of a great proportion of the profession could be ascertained and without waiting for legislation to force solicitors into some possibly hurried scheme to protect the public from fraud and possibly excessive costs, The Law Society could have before them material out of which it could build a really successful protection of the public and benefit to the profession.

I have for a long time felt that it is not enough that we should merely move with the times; the law itself does that (or professes to do so), but solicitors as a whole should be ahead of the times, else we may find that other subsidiary professions are arising, as they have done in the past, and remunerative lines or the solicitor's practice slowly be whittled away.

In company work and income tax matters accountants are now well to the fore. In negotiations of sales, tenancies, etc., estate agents have already well established themselves, and in business organisation and development there is a profession arising to deal with those matters. As we cannot advertise, the public does not realise that all such affairs are well within the scope of a solicitor's work. Hitherto we have been content with merely marking time and doing what we could to save for ourselves some little portion of the work for which we specialise by our studies, etc.

It is not too late to prevent further encroachments into our rights, duties and privileges, but this can only be done by showing the public our activity and that not only are we up to date in all things that are modern, but that we are well in advance of the usurpers of our work, and surely, with so much talent in the profession, we can ourselves work out a scheme—possibly such as I have suggested—to protect the public and benefit the profession.

Bradford. JOHN TREWAVAS (Jr.).
5th May.

[We can hardly agree with our correspondent that, in view of the establishment of such a fund, certain solicitors would more readily embezzle their clients' money, and "feather their own nests." Surely no one suggests that a professional fund of this kind should in any way whatever relieve individual solicitors from full liability to their clients for money entrusted to them? And still less, of course, could it relieve them from criminal responsibility. The defaulting solicitor would therefore be made bankrupt and punished exactly as now, the fund relieving his clients only. As to negligence, we take it that, at least at first, the fund would guarantee honour only, not skill or diligence. If the principle were established, the question of whether one central fund, or a number of local ones would be best, might be worth consideration. We do not think that a system of "panel solicitors" would be popular, either with the public or the profession.—*Ed.*, SOL. J.]

"Directors and their Fees."

Sir,—I have read and re-read the report of *Re Coliseum (Barrow), Ltd.* (1930), W.N. 101, and your comment, p. 325, in your issue of 24th May, 1930.

I venture to suggest that Maugham, J., has made a slip.

The balance sheet of a company after it has been accepted at a general meeting of a company is the company's balance sheet and not the directors' balance sheet at all. The company can only act by agents, but when it has adopted in general

meeting and on competent notice a balance sheet prepared by the directors, I venture to suggest that the company is bound by it, and the fact that the report is only signed by two directors is quite immaterial.

I gather from the report in *Weekly Notes* that s. 113 of the Consolidation Act, 1908, had been complied with, and though the directors, acting as directors, might not have been able to bind the company, which I cannot say without reading the articles, I can see no foundation in law for the judge's statement that the directors could not double the parts of agents for the company to make an acknowledgment and creditors of the company for directors' fees.

The company seem to me to have bound themselves by an effective resolution in general meeting to pay a long outstanding debt, and should pay it.

London, E.C.2. E. T. HARGRAVES.
27th May.

Legal Parables.

LIII.

The Learned Magistrate and King Richard II.

MR. FULLALAW was a stipendiary magistrate of more than ordinary learning. To him came one morning Mrs. Char, seeking advice about an unsatisfactory tenant of her second-floor back.

"I've give 'im notice, yer Worship,' but 'e don't take no notice, and 'e don't pay no rent. I want to get rid of 'im, but the poor man's lawyer says as 'e thinks 'e's a statuary tenant or somethink. Then my own landlord's cuttin' up rough and says if I don't get rid of the lodger 'e'll cancel my agreement or somethink. So will you please tell me what to do ? "

Mr. Fullalaw, after perusing the agreement, despatched the usher for several volumes of reports.

"Now, madam," he observed, "this is very interesting ; *most* interesting. Do you know, I rather think this agreement raises points that have never been the subject of authority ! The nearest case I can find is *Doe* v. *Roe*, decided in 1735. I'll read you what the Lord Chancellor said in that case."

Mrs. Char listened respectfully while he did so.

"Very well, then," resumed Mr. Fullalaw, now quite warmed up, "next comes the question of the rent. Now *is it rent ?* Or is it mesne profits ? "

Seeing the magistrate pointing an accusing finger at her, Mrs. Char replied she was sure she didn't know, but it was never paid reg'lar, and she'd be very glad of an order.

"Then, again," went on Mr. Fullalaw, "there may be a question of forfeiture. You remember, of course, what the Court of Appeal said in *Jerry* v. *Builder*, only last year ? "

Once again Mrs. Char modestly disclaimed knowledge, but repeated that she would very much like an order.

Mr. Fullalaw, having spent twenty minutes browsing among the reports and reading illuminating passages, informed Mrs. Char that it was a difficult question, and she had better take such steps as she might be advised, taking care not to commit any breach of the peace or any tortious act, observing all care and circumspection.

Mrs. Char, murmuring that she didn't know what to do with her lodger, walked slowly and disconsolately towards the door. A venerable usher took her gently by the arm.

"Look here, Mother," he said, "you take a tip from me. I own a bit of property myself, so I know. *He* knows all about the House of Lords and the Court of Appeal, but *I* know how to get rid of a bad tenant. Next time he goes out, lock him out. Got a key, has he ? Well, put on a new lock while he's out, and nail up the windows. He'll break in, will he ? I'll bet he don't, when it comes to the point. They never do, and I've shut 'em out lots of times. If he does happen to break in, you come here and talk about forcible entry and the laws of Richard II. Talk of the House of Lords ! Give me good old Richard II every time ! "

Books Received.

Equity for Examiners. Recent Examination Questions with Answers. R. W. FARRIN, Barrister-at-Law. 1930. Demy 8vo. pp. iii and 128. London : Sweet & Maxwell, Ltd. 6s. net.

The French Civil Code. Revised Edition. HENRI CACHARD, B.A., Counsellor at Law of the New York Bar, Commander of the Legion of Honour. Large Crown 8vo. 1930. pp. xii and (with Index) 681. Paris : The Lecram Press ; London : Stevens & Sons, Ltd. 21s. net.

Notes on Hire-Purchase Law. Being a Form of Agreement with Digest of Cases and Forms of Pleadings. C. GORDON JONES, Solicitor, Clerk to Essex County Justices, and REGINALD PROUDFOOT, Solicitor. Demy 8vo. pp. xvi and (with Index) 137. 1930. London : Butterworth & Co. (Publishers), Ltd. 10s. 6d. net.

Gibson's Practice of the Courts. Being a Practical Exposition of the Proceedings in the Supreme Court of Judicature and the House of Lords. Fourteenth Edition by ARTHUR WELDON, Solicitor, and ROBERT LEE MOSSE, Solicitor, a Master of the Supreme Court. Super Royal 8vo. pp. xxxii and (with Index) 324. 1930. London : Law Notes Publishing Offices. 21s. net.

Demonolatry. By NICOLAS REMY, Privy Councillor to The Most Serene Duke of Lorraine and Public Advocate to His Duchy, in Three Books. Translated by E. A. ASHWIN. Edited with Introduction and Notes by The Revd. MONTAGU SUMMERS. "Drawn from the Capital Trials of 900 persons, more or less, who within the last 15 years have in Lorraine paid the penalty of death for the crime of Witchcraft." First English Translation. Crown 4to. pp. xliii and 188. London : John Rodker. 30s. net.

Evidence and Service Abroad. Being a Guide to the Practice in obtaining Evidence and Service of Process in Foreign Countries, and obtaining Evidence and Service of Process in England, in matters pending in Foreign Courts. HERBERT HINTON, of the Central Office of the Supreme Court. 1930. Demy 8vo. pp. viii and (with Index) 192. London : Stevens & Sons, Ltd. 10s. net.

The English Constitution. Sir MAURICE AMOS. 1930. Foolscap 8vo. pp. ix and 194. London, New York and Toronto : Longmans, Green & Co. 3s. 6d. net.

Imperial Institute : The Mining Laws of the British Empire and of Foreign Countries. Vol. XII, Northern Rhodesia. Prepared for the Board of Governors of the Imperial Institute. 1930. Medium 8vo. pp. xi and (with Index) 145. London : H.M. Stationery Office. 10s. 6d. net.

The Law of a Nation. G. D. NOKES, LL.D., and H. P. BRIDGES, LL.D., Barristers-at-law. 1930. pp. xviii and (with Index) 220. London : Chapman & Walls. 12s. 6d. net.

Net or "Free of Tax" Dividend (No. 7A). Income Tax Tables for the use of Secretaries, Bankers, Accountants, Stockbrokers, Investors, etc., for Additions at 4s. 6d. in thes£ to net dividends and interest paid since 5th April, 1930, and to net amounts where only 4s. in the £ has been deducted (for claims for relief on 4s. 6d. and surtax returns. Uniform 4s. 6d. Dividend Income Tax Tables for Deductions). 1930. London : Effingham Wilson. 1s. net.

Property Notes.

We should like to call the attention of solicitors and others to the announcement (appearing on p. ix in this issue) of the sale by Messrs. Hampton & Sons, of Garrat's Hall, Banstead, and about 30 acres. This old house was re-built by John Lambert, of the King's Bodyguard, about the middle of the seventeenth century. The estate is situated in one of the healthiest parts of Surrey, has very important potentialities in regard to development, and is particularly suitable for a school or institution.

Notes of Cases.

Court of Appeal.

Nachimson *v.* Nachimson.

Lord Hanworth, M.R., Lawrence and Romer, L.JJ.
11th April, 15th May.

HUSBAND AND WIFE—MARRIAGE—*Lex loci contractus*—FOREIGN LAW—RESCISSION OF MARRIAGE CONTRACT AT WILL OF ONE CONTRACTING PARTY—REGISTRATION OF RESCISSION AND TERMINATION OF STATUS.—MARRIAGE RECOGNISED BY ENGLISH LAW.

Appeal from a decision of Hill, J.

The parties were married in Russia, with the due observance of the formalities required by Russian law. On 29th January, 1929, the marriage was dissolved according to Russian law by *ex parte* registration of its dissolution by the husband, G. M. Nachimson, at the Consulate General in Paris of the Union of Soviet Socialist Republics. Upon a petition by the wife for judicial separation, an issue was ordered to be tried as to whether the court in England could look upon the marriage as a valid one, so that the parties could be treated as husband and wife. Witnesses expert in the Russian law were not unanimous whether this registration in Paris was effective to dissolve the marriage, but they agreed as to the nature of the union between the parties and the way in which in general it could be dissolved. They agreed that it could be terminated either by mutual consent or the unilateral desire of one party, and that if its dissolution was properly registered nothing further was necessary. No further act of state was necessary, and no judge or registrar had any option but to record. No proof of any causes was called for; mere desire of the party registering sufficed. As to the other party, it was merely necessary to summon him or her. Hill, J., found that a marriage so formed was not, in the view of the English law, a marriage at all. Marriage in Russian and in English law were not the same thing. He held that the union between the parties was not a "marriage," and that they never were "wife or husband" within the meaning of English law.

The wife appealed. The court allowed the appeal.

LORD HANWORTH, M.R., said it was not suggested that the parties could have done more than they had done to acquire the position of man and wife. Marriage was not only a contract; it conferred and constituted a status, which was not only recognised in the country of origin, but universally. Having referred to *Warrender* v. *Warrender*, 2 Cl. & F. 488, *Hyde* v. *Hyde*, L.R. 1 P. & D. 130, and *Brinkley* v. *Attorney-General*, 15 P.D. 76, his lordship said that minds used to regarding marriage as a binding sacrament might recoil at the recognition of a union dissolved so easily as in the present case; yet it was a union duly entered into in accordance with the forms required by the *lex loci* of the domicil of the parties; however easy might be the means of effecting its dissolution.

LAWRENCE and ROMER, L.JJ., gave judgments to like effect.

COUNSEL: *Serjeant Sullivan*, K.C., and *Eric Dance*, for appellant; *F. L. C. Hodson* and *Krougliakoff*, for respondent.

SOLICITORS: *A. E. Wyeth & Co.*; *Charles Russell & Co.*

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

Kodak Limited *v.* Alpha Film Corporation Limited. Frederick Huth & Co. *v.* Jackson.

Scrutton, Greer and Slesser, L.JJ. 16th May.

PRACTICE—SUMMONS FOR LEAVE TO SIGN FINAL JUDGMENT—CONDITIONAL LEAVE TO DEFEND—ACTION TO BE IN SHORT CAUSE LIST—TRIAL WITHOUT A JURY—ADMINISTRATION OF JUSTICE ACT, 1925, 15 & 16 Geo. 5, c. 28), s. 3—SUPREME COURT OF JUDICATURE (CONSOLIDATION) ACT, 1925 (15 and 16 Geo. 5, c. 49), s. 226—RULES OF THE SUPREME COURT, ORD. XIV, r. 6, Ord. XXXVI, rr. 2, 6.

Appeals from judge in chambers.

The plaintiffs claimed to recover from the defendants, the sum of £802 10s. 2d., the price of goods sold and delivered. The defendants, in an affidavit in opposition to a summons for leave to sign final judgment under Ord. XIV, said that the goods forming the subject-matter of the action were not ordered by the defendant company, but by or on behalf of one G, who was producing a film which was to be distributed for one G by the defendants and any orders for goods given by the defendants were so given by them as agents for the said G, and such was obvious and well known to the plaintiffs. Any payments made by the defendants to the plaintiffs were so made by them on behalf of and on account of the said G, and were so made to the knowledge of the plaintiffs.

Master MOSELEY gave the defendants leave to defend the action on condition that the action be entered in the short cause list for trial by a judge alone, but not to be set down for fourteen days. The Master's order was affirmed by Mackinnon, J., in chambers. The defendants appealed.

The section action was brought by the plaintiffs to recover from the defendant money alleged to be due under a guarantee. A similar order was made by the Master and affirmed by a judge in chambers. The defendant appealed. He did not object to a trial by a judge alone, but he did object to being entered in the short cause list on the ground that it deprived him of time to go into the transactions in respect of which the guaranteed debt arose. By Ord. 36, r. 2, of the Rules of the Supreme Court, "In every cause, matter or issue, unless under the provisions of r. 6 of this order, a trial with a jury is ordered, the mode of trial shall be by a judge without a jury; provided that in such case the court or a judge may at any time order any cause, matter or issue to be tried by a judge with a jury or by a judge sitting with assessors or by an official referee with or without assessors." By r. 6, "In any cause, matter or issue, other than those mentioned in rr. 3, 4 and 5 of this Order, upon the application (not later than ten days after the close of the pleadings, or where there are no pleadings, at the time or within ten days after the order directing the mode of trial) of any party thereto for a trial with a jury of the cause, matter or issue, an order shall be made for a trial with a jury." By Ord. XIV, r. 6, "Leave to defend may be given unconditionally or subject to such terms as to giving security or time or mode of trial or otherwise as the judge may think fit."

The COURT, by a majority (SCRUTTON, L.J., dissenting) dismissed the appeal, holding that a court or a judge, by virtue of Ord XIV, r. 6, had a discretion in the case of a specially indorsed writ under Ord. III, r. 6, to give leave to defend with or without conditions. There was therefore a discretion to make the orders appealed against in these two cases. Appeals dismissed.

COUNSEL: *R. Fortune*; *H. du Parcq*, K.C., and *A. A. Pereira*; *Phineas Quass*; *H. G. Robertson*.

SOLICITORS: *E. M. Tringham*; *Charles J. Odhams*; *Davies, Arnold & Co.*; *Slaughter & May*.

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

FREEDOM OF PRESS.

PREMIER TO RECEIVE A DEPUTATION.

Sir Nicholas Grattan-Doyle (C., Newcastle, N.) asked the Prime Minister in the House of Commons on Monday, whether he had received a memorandum from the Newspaper Proprietors' Association respecting the application of provisions of the Official Secrets Act, and whether he would accede to the request of the association to receive a deputation on the subject?

Mr. MacDonald: The answer to both parts of the question is in the affirmative.

The association's memorandum related to the action taken by the Government in consequence of the publication in certain newspapers of news of the forthcoming arrest of Gandhi, and, in particular, to the interrogation by Scotland Yard officers of one of the journalists concerned, upon which we commented in our issue of the 17th May, 1930, at p. 309.

Obituary.

SIR ERNEST R. MOON, K.C.B., K.C.

Sir Ernest Robert Moon, for twenty years counsel to the Speaker of the House of Commons, died in London, on Sunday, 1st June, at the age of seventy-five. Prior to his succeeding the late Sir Chalmer Leigh, in that capacity he built up an extensive practice at the Parliamentary Bar. The Board of Trade nominated him to several committees dealing with railway legislation, and he was a member of the committee over which Lord Ashfield presided, which preceded consolidation of the railways into four groups. On many occasions he was called on to serve as independent chairman in labour disputes, whilst during the war he presided over the Munitions Tribunal for the South Western Midland District, and over the Enemy Trading Committee. Sir Ernest was very popular with members and officers of the House of Commons, and his resignation at the end of 1928 was received with general regret at Westminster. He took silk in 1902 and was later made a Bencher of his Inn, whilst his chief relaxation was fishing. His son, Mr. Walter Moon, K.C., practises at the Parliamentary Bar. H.

In Lighter Vein.

THE DERBY.

The Derby has come and gone again, when lawyers, like other human beings, turned their faces and their motor cars towards Epsom.

Hawkins, J., that eminent patron of the turf, used to extract no little amusement from the approach of the event.

He saw to it that there was a very full list for Derby Day. In due course applications began to come in and dialogues such as the following took place.

"There is a case, my lord, in to-morrow's list—No. 10. It is quite impossible that that case can be reached."

"If that is so there is no necessity for making any application."

"It is *ex abundanti cautela*, my lord."

"It is a good horse to run, but I don't think he'll win this time. Is your client unable to appear to-morrow?"

"I'm afraid so, my lord, quite."

"Have you a doctor's certificate?"

"I'm afraid not, my lord; he is not ill."

"Then you can renew your application later."

The end of it was that by mid-day the whole long list had been extinguished and judge, counsel, solicitors and litigants were going about their business in the County of Surrey.

THE WEEK'S ANNIVERSARY.

On this day, the 7th June in 1770, there died at Cheam, in Surrey, Sir Joseph Yates, a Justice of the Common Pleas. "That great lawyer, that honest man" as Junius called him, had survived but a few months his removal from the King's Bench, where he had been senior puisne judge. The change had been forced upon him by acute differences with Lord Mansfield, the Chief Justice.

Sir Joseph was notable alike for his integrity of principle, for his private benevolence and charity, and for his elegance of dress and deportment.

The occasion of his decease called forth the following tribute:—

> "Had'st thou but ta'en each other judge,
> Grim Death, to Pluto's gates,
> Thou might'st have done't without a grudge
> Had'st thou but left us Yates."

THE JUDGES AND THE PHILOSOPHER.

Let those who have been depressed by the late sad month of May and its eccentric weather find comfort, if they can, as Lord Rutherford of the Edinburgh Bench and Lord Cockburn found it once.

Rambling in the Pentland Hills, they came to talk with a philosophic shepherd. Lord Rutherford complained strongly of the keen east wind.

"And fwhat ails ye at the east wind?" asked the shepherd.

"It is so bitterly disagreeable."

"I wonder at yer finding so much faut wi' it."

"And pray did you ever find any good in it?"

"Oh, yes."

"And what can you say of good for it?"

"Aweel, it dries the yird [soil]; it slockens [cools] the ewes; and its God's wull."

The learned judges said nothing.

Parliamentary News

Progress of Bills.

House of Lords.

Third Parties (Rights against Insurers) Bill. Read the Third Time and passed. [27th May.

Education (Scotland) Bill. Read the First Time. [27th May.

Coal Mines Bill. Read the Third Time. [29th May.

Mental Treatment Bill. Commons Amendments considered. [29th May.

Railways (Valuation for Rating) Bill. Read the Third Time and returned to the Commons. [29th May.

Land Drainage Bill. [H.L.] Read the Third Time and passed and sent to the Commons. [3rd June.

Poor Prisoners Defence Bill. In Committee. [4th June.

Clergy Pensions (Older Incumbents) Measure, 1930. Royal Assent. [4th June.

House of Commons.

Small Landholders (Scotland) Acts (1886 to 1919) Amendment Bill. As amended (in the Standing Committee) considered. [23rd May.

Education Bill. Read a Second Time. [29th May.

Coal Mines Bill. Lords Amendments considered. [4th June.

Land Drainage (No. 2) Bill. [H.L.] Read the First Time. [4th June.

Finance Bill. In Committee. [5th June.

Questions to Ministers.

FINANCE ACTS (DRAFTING).

Sir W. DAVISON asked the Chancellor of the Exchequer whether, in view of the admitted impossibility of the general public understanding the provisions of the various Finance Acts and rules affecting Income Tax and other taxation, he will appoint an expert committee to codify and redraft them so that it may be possible for the public who have to bear these imposts to understand what is required of them?

THE CHANCELLOR OF THE EXCHEQUER (Mr. Philip Snowden): Such a committee is already in existence. It was appointed by my predecessor in November, 1927. As I stated in reply to a question on the 12th May, it has made substantial progress with its work, but the task is a gigantic one, and some time more must elapse before it is complete. [2nd June.

PHONOGRAMS AND TELEPHONE-TELEGRAMS.

Major GLYN asked the Postmaster-General the difference between a telegram, a followgram, and a telephone letter; to what extent are telegrams sent by morse instrument compared to those sent by telephone; and to what extent does the telephoning of telegrams occupy the local telephone circuits and prevent telephone subscribers having the full benefit of the service for which they subscribe in rural districts?

Mr. LEES-SMITH: The term "phonogram" is applied to a telegram which is telephoned to a post office instead of being handed in over the counter, or is telephoned by the post office to the addressee instead of being delivered to him by a messenger. The term "telephone-telegram" is applied to a telegram which is telephoned from one post office to another in the course of its transmission. A "telephone letter" is a message dictated by telephone to a post office for onward transmission and delivery by post. It is not a telegram. According to the latest figures available, 28·4 per cent. of the inland telegraph traffic is dealt with by morse instruments

and 13·5 per cent. by telephone. The remainder is dealt with mainly by machine telegraph apparatus. The number of telegrams handled in rural districts is small, and telephone lines are not used for their transmission where such use would interfere with the service afforded to telephone subscribers. [2nd June.

[NOTE.—It is assumed that "followgram" should be "phonogram" and that what is really desired is an explanation of the difference between a phonogram and a telephone-telegram.]

COMPANIES ACT.

Sir GEORGE HAMILTON asked the President of the Board of Trade if he will state the number of public companies who on 2nd June were still in default in their statutory obligation to lodge annual accounts and balance sheets?

Mr. W. GRAHAM: The number of outstanding cases of default on the 2nd June was about 200. [3rd June.

RENT RESTRICTIONS ACTS (SCOTLAND).

Mr. HARDIE asked the Lord Advocate whether he is aware that house factors in Glasgow are pasting notices inside rent books stating that the let is excluded from the operation of the Rent and Mortgage Restriction Acts, 1920 to 1925; and whether he will take steps to have such practice stopped?

THE LORD ADVOCATE (Mr. Craigie Aitchison): My attention has been drawn to one or two instances of the practice referred to, and the matter is receiving consideration. [3rd June.

Societies.

Law Association.

The Annual General Court was held at The Law Society's Hall on Wednesday, the 28th May, the President, Lord Blanesburgh, specially attending on this occasion to take the chair. Lord Blanesburgh was received on his arrival at the Hall by the principal officers of the Association, and the President and the Secretary of The Law Society, and was entertained to lunch by the President in his private room. Lord Blanesburgh, accompanied by the President of The Law Society, Mr. Walter H. Foster, took the chair at 2 o'clock precisely, when he was received with acclamation by the large body of members who had collected in the Council Chamber of The Law Society, and comprising the following officers and members of the Law Association, namely: Mr. John Venning, Chairman of the Board, Mr. W. M. Woodhouse and Mr. J. E. W. Rider, Treasurers, Mr. R. L. Hunter and Master P. W. Chandler, Trustees, Messrs. J. D. Arthur, E. B. V. Christian, H. B. Curwen, Douglas T. Garrett, H. Ross Giles, G. D. Hugh-Jones, P. E. Marshall, C. D. Medley, C. F. Pridham, W. Winterbotham, Directors, Messrs. J. C. Brookhouse and S. Hutchison, Auditors, and Mr. E. E. Barron, Secretary, and about thirty members of the Association and The Law Society.

After the notice convening the meeting and the minutes of the previous Annual General Court in May, 1929, had been read by the Secretary, the President presented the annual report and balance sheet, calling special attention to the large sum expended in relief which had been in excess of the Association's regular income, necessitating a special appeal, which had produced some very generous donations, amounting in all to £695. He also pointed out that the cases helped included four widows of London solicitors over eighty, and eighteen over seventy, and several cases of young widows left with quite young children totally unprovided for, which necessitated a serious call on the funds of the Association. Mr. Venning, the Chairman for the past year, seconded the motion, and referring to the unexpected increase in applications for relief early in the past year, the Board had been faced with the problem of either cutting down their grants or continuing to deal adequately with all cases that genuinely needed the Association's help, and decided to adopt the latter course and trust to the generosity of the members. An appeal was made early in the year and had been most generously responded to, including several welcome donations from members who were unable to attend the present meeting.

The Senior Treasurer, Mr. W. M. Woodhouse, moved the re-election of Lord Blanesburgh as President, and also the appointment of the following as Vice-Presidents, namely: Mr. Justice Luxmoore, Mr. Justice Macnaghten, Sir Roger Gregory and Sir John Withers, which was seconded by Mr. Venning and carried unanimously. On the motion of Dr. E. L. Burgin, M.P., the Treasurers and Board of Directors were re-appointed. The Auditors also were re-appointed, and the meeting ended with a hearty vote of thanks to the Chairman, moved by Mr. R. L. Hunter, one of the Trustees of the Association.

Legal Notes and News.

Birthday Legal Honours.

BARONETCIES.

HENRY AUGUSTUS FERGUSON-DAVIE, Esq., C.B., Principal Clerk, Public Bill Office, and Clerk of the Fees, House of Commons.

ARTHUR DENMAN, Esq., M.A., F.S.A., Barrister-at-Law, Clerk of Assize, South Eastern Circuit.

ANDREW GRIERSON, Esq., J.P., Solicitor, Town Clerk of the City of Edinburgh. For eminent services to Local Government.

NORMAN MACGREGOR MACPHERSON, Esq., Solicitor, Law Agent in Scotland to the Treasury.

WILLIAM CECIL OWEN, Esq., Chief Assistant Solicitor to the Treasury.

HENRY MAUNSELL RICHARDS, Esq., C.B., LL.D., Senior Chief Inspector, Board of Education.

The Honourable ALEXANDER GORDON, K.C., formerly Judge of the Supreme Court, State of New South Wales.

Mr. Justice HOWARD OWEN COMPTON BEASLEY, O.B.E., Chief Justice of the High Court of Judicature at Madras.

Mr. Justice ARTHUR PAGE, K.C., Chief Justice of the High Court of Judicature at Rangoon, Burma.

Mr. Justice CECIL ROBERT FFORDE, K.C., lately Judge of the High Court of Judicature at Lahore, Punjab.

GEORGE CAMPBELL DEANE, Esq., Chief Justice, Gold Coast.

ORDER OF THE STAR OF INDIA.
G.C.S.I.

The Right Honourable Sir JOHN ALLSEBROOK SIMON, K.C.V.O., O.B.E., K.C., M.P., Chairman, Indian Statutory Commission.

ORDER OF ST. MICHAEL AND ST. GEORGE.
K.C.M.G.

THOMAS MASON WILFORD, Esq., K.C., High Commissioner in London for the Dominion of New Zealand.

HERBERT WILLIAM MALKIN, Esq., C.B., C.M.G., Barrister-at-Law, Legal Adviser to the Foreign Office.

C.M.G.

ROBERT LEWIS PARKER, Esq., LL.B. For public services in the State of Tasmania.

ORDER OF THE INDIAN EMPIRE.
C.I.E.

MARIODOSS RATNASWAMI, Esq., Barrister-at-Law, Member of the Public Service Commission, Madras.

ROYAL VICTORIAN ORDER.
G.C.V.O.

The Right Honourable STANLEY OWEN, BARON BUCKMASTER, P.C. (Lord Chancellor, 1915-16).

ORDER OF THE BRITISH EMPIRE.

WILLIAM GRAZEBROOK LAYTON, Esq., Town Clerk of Sydney, State of New South Wales.

IMPERIAL SERVICE ORDER.
COMPANION.

WILLIAM LAWE GANE, Esq., Senior Examiner, Estate Duty Office, Board of Inland Revenue.

Honours and Appointments.

Mr. H. A. D. COLLINS (the Chief Assistant Solicitor) has been appointed Solicitor to the Metropolitan Water Board.

Mr. T. A. H. SHEERS, Solicitor, has been appointed Clerk of the Peace and Clerk to the County Council of Cornwall, in succession to Mr. W. L. Platts, recently appointed to a similar position under the Kent County Council. Mr. Sheers was admitted in 1902.

Mr. J. E. ARNOLD JAMES, Assistant Solicitor to the Rhondda Urban District Council, has been appointed Deputy Clerk to the Council.

Mr. A. POWEL COKE, Barrister-at-Law, the Deputy Town Clerk of the Metropolitan Borough of St. Pancras, will succeed his chief, Mr. F. V. Creed, the Town Clerk (who has resigned the appointment), on the 1st July. Mr. Coke was called by Gray's Inn in 1913.

The King has been pleased to confer the dignity of Knighthood upon Mr. NORMAN WRIGHT KEMP, Puisne Judge of the High Court of Judicature at Bombay.

Mr. C. ERIC STADDON, Solicitor, Clerk to the Wood Green Urban District Council, has been appointed Clerk to the Beckenham (Kent) Urban District Council.

THE REGISTRATION OF ACCOUNTANTS.

The Departmental Committee which was appointed by the President of the Board of Trade to consider and report whether it is desirable to restrict the practice of the profession of accountancy to persons whose names would be inscribed in a register established by law and, if so, to report on the method by which such register should be established and controlled, held further meetings on the 29th and 30th May.

At these meetings evidence on behalf of the following Departments and Organisations was given by the gentlemen named :—

Board of Inland Revenue, Sir Edward R. Harrison.

Registrar of Friendly Societies, Mr. John Fox, O.B.E.

National Chamber of Trade, Alderman Charles Aveling, J.P.

Joint Committee representing the six principal Legal Societies in Scotland, Dr. James Watt.

Incorporated Society of Auctioneers and Landed Property Agents, Major W. H. Hamilton, J.P., T.D., and Mr. John Stevenson.

Incorporated Secretaries' Association, Limited, Mr. Arthur Downer.

Joint Parliamentary Committee of the Co-operative Congress, Mr. R. A. Palmer, Professor F. Hall, and Mr. R. A. Howson.

Evidence was also given by : Mr. C. R. Morton, Mr. Frank W. Smith and Mr. Wilfred Wood, Accountants and Auditors, and Mr. C. G. C. Kilner, Accountant and Income Tax Expert.

The committee is now hearing the representatives of commerce, industry, etc., and hopes to complete this part of its work by the end of June.

Any persons or organisations desiring to submit evidence are requested to communicate with the Secretary to the Committee, Mr. F. A. Griffiths, M.C., Board of Trade, Great George Street, Westminster, London, S.W.1, before the 15th June, 1930.

OFFICIAL RECEIVERS AT CARDIFF AND SWANSEA.

We are informed that on the retirement at the end of June of Mr. H. Rees, Official Receiver at Swansea, the Board of Trade propose to re-distribute the work of the Official Receivers at Cardiff and Swansea by transferring to the district of the latter the bankruptcy work arising in the Courts of Bridgend, Merthyr and Aberdare which at present form part of the Cardiff district. On and after the 1st July, 1930, all correspondence relating to bankruptcy matters in the Courts of Bridgend, Merthyr and Aberdare should accordingly be addressed to the Official Receiver in Bankruptcy, Government Buildings, St. Mary's Street, Swansea.

WATER CLOCKS IN LAW COURTS.

The following is an extract from an article published about fifty years ago on "Time Measurers." The writer is describing water clocks, and after remarking that they had one defect, that the water flowed quicker at the last than at the first, he says :—"They were, however, put to one excellent use, which has, unhappily, fallen into decay ; they were set up in law courts to time counsel : 'to prevent babbling, that such as spoke ought to be brief in their speeches.' For this custom the world was indebted to the Romans (especially Pompey), and from it Martial is supplied with a pleasant sarcasm ; perceiving a dull declaimer moistening his lips with a glass of water, he suggests that it would be a relief to the audience as well as to himself if he would take his liquor from the clepsydra." Clepsydra was the water clock.—Major G. J. Ball, C.B.E., in *The Times*.

BOARDS OF GUARDIANS AND SOCIAL HISTORY.

Social historians will find much valuable material in the minute books, so far as they are preserved, of the Boards of Guardians which are now defunct. How interesting these minutes can be is shown in a booklet, "Kingston Union : The Beginning and the End, 1836-1930," prepared by Mr. H. Broome and Mr. W. Taylor, Clerk to the Board. The history they have written from the minute books shows the gradual growth of the present spirit in the treatment of the destitute and the sick.

WOMEN JUDGES IN TURKEY.

The Turkish Ministry of Justice has appointed two women as judges in the Law Courts in Angora and Constantinople. They are the first female judges in Turkey.

Circuits of the Judges.

NOTICE.—Civil and Criminal Business must be ready to be taken on the first working day unless another date is given for Civil Business. In such case Civil Business will not be taken before the date given.

The following Judges will remain in town :—Lord Chief Justice, Horridge, J., and Talbot, J.

SUMMER ASSIZES, 1930.	S. EASTERN.	NORTH WALES.	SOUTH WALES.	WESTERN.
Commission Days.	*Avory, J.* (2) *Macnaghten, J.* (1)	*Branson, J.*	*Roche, J.*	*Swift, J.* (1) *Wright, J.* (2)
Tuesday May 20	Huntingdon	.. ..	.. ..	.. ..
Wednesday ,, 21	*Civil May* 21	.. ..	.. ..	.. ..
Friday ,, 23	Cambridge	.. ..	.. ..	.. ..
Monday ,, 26	*Civil May* 26	Newtown	.. ..	.. ..
Tuesday ,, 27	.. ..	.. ..	Haverf'dwest	.. ..
Wednesday ,, 28	Bury St. E.	.. ..	.. ..	Salisbury
Thursday ,, 29	*Civil May* 29	Dolgelly	.. ..	.. ..
Friday ,, 30	at 2.30 p.m.	.. ..	.. ..	.. ..
Saturday ,, 31	.. ..	.. ..	Lampeter	.. ..
Monday June 2	Norwich	.. ..	.. ..	Dorchester
Tuesday ,, 3	*Civil June* 4	Carnarvon	.. ..	.. ..
Wednesday ,, 4	.. ..	.. ..	.. ..	.. ..
Thursday ,, 5	.. ..	.. ..	Carmarthen	.. ..
Friday ,, 6	.. ..	.. ..	.. ..	Wells
Saturday ,, 7	.. ..	Beaumaris	.. ..	.. ..
Monday ,, 9	Chelmsford	.. ..	.. ..	.. ..
Tuesday ,, 10	*Civil June* 12	.. ..	.. ..	.. ..
Wednesday ,, 11	.. ..	Ruthin	.. ..	.. ..
Thursday ,, 12	.. ..	.. ..	Brecon	Bodmin
Saturday ,, 14	.. ..	.. ..	.. ..	.. ..
Monday ,, 16	.. ..	Mold	Presteign	.. ..
Tuesday ,, 17	.. ..	.. ..	.. ..	.. ..
Wednesday ,, 18	Hertford	Chester (2)		Exeter (2)
Thursday ,, 19	.. ..	.. ..	.. ..	.. ..
Saturday ,, 21	Maidstone	.. ..	.. ..	.. ..
Tuesday ,, 24	.. ..	.. ..	.. ..	Bristol (2)
Wednesday ,, 25	.. ..	Swansea (2)		.. ..
Thursday ,, 26	.. ..	.. ..	.. ..	.. ..
Monday ,, 30	Kingston	.. ..	.. ..	.. ..
Tuesday July 1	*Civil July* 2	.. ..	.. ..	Winchester (2)
Wednesday ,, 2	.. ..	.. ..	.. ..	.. ..
Thursday ,, 3	.. ..	.. ..	.. ..	.. ..
Saturday ,, 5	Lewes	.. ..	.. ..	.. ..
Wednesday ,, 9	*Civil July* 9	.. ..	.. ..	.. ..
Saturday ,, 12	.. ..	.. ..	.. ..	.. ..

SUMMER ASSIZES, 1930.	NORTHERN.	OXFORD.	MIDLAND.	N. EASTERN.
Commission Days.	*Finlay, J.* (1) *Charles, J.* (2)	*McCardie, J.* (2) *MacKinnon, J.* (1)	*Rowlatt, J.* (2) *Acton, J.* (1)	*Hawke, J.* (1) *Humphreys, J.* (2)
Tuesday May 20	.. ..	.. ..	.. ..	.. ..
Wednesday ,, 21	.. ..	.. ..	.. ..	.. ..
Friday ,, 23	.. ..	.. ..	.. ..	.. ..
Monday ,, 26	.. ..	Reading	Aylesbury	.. ..
Tuesday ,, 27	.. ..	.. ..	.. ..	.. ..
Wednesday ,, 28	.. ..	.. ..	.. ..	.. ..
Thursday ,, 29	.. ..	.. ..	.. ..	.. ..
Friday ,, 30	.. ..	.. ..	Bedford	.. ..
Saturday ,, 31	.. ..	Oxford	.. ..	.. ..
Monday June 2	.. ..	.. ..	.. ..	.. ..
Tuesday ,, 3	.. ..	.. ..	Northampton	.. ..
Wednesday ,, 4	Appleby	Worcester	.. ..	.. ..
Thursday ,, 5	.. ..	.. ..	.. ..	.. ..
Friday ,, 6	Carlisle	.. ..	.. ..	.. ..
Saturday ,, 7	.. ..	.. ..	.. ..	.. ..
Monday ,, 9	.. ..	Gloucester	Leicester	.. ..
Tuesday ,, 10	.. ..	.. ..	.. ..	.. ..
Wednesday ,, 11	Lancaster	.. ..	.. ..	.. ..
Thursday ,, 12	.. ..	.. ..	.. ..	.. ..
Saturday ,, 14	.. ..	Monmouth	.. ..	.. ..
Monday ,, 16	Liverpool (2)	.. ..	.. ..	.. ..
Tuesday ,, 17	.. ..	.. ..	Oakham	.. ..
Wednesday ,, 18	.. ..	.. ..	Lincoln	.. ..
Thursday ,, 19	.. ..	.. ..	.. ..	Durham (2)
Saturday ,, 21	.. ..	Hereford	.. ..	.. ..
Tuesday ,, 24	.. ..	.. ..	.. ..	.. ..
Wednesday ,, 25	.. ..	.. ..	Nottingham	.. ..
Thursday ,, 26	.. ..	Shrewsbury	.. ..	Newcastle (2)
Monday ,, 30	.. ..	.. ..	.. ..	.. ..
Tuesday July 1	.. ..	.. ..	.. ..	.. ..
Wednesday ,, 2	.. ..	Stafford (2)	Derby	.. ..
Thursday ,, 3	.. ..	.. ..	.. ..	York (2)
Saturday ,, 5	Manchester (2)	.. ..	.. ..	.. ..
Wednesday ,, 9	.. ..	.. ..	Warwick	Leeds (2)
Saturday ,, 12	.. ..	Birmingham (2)		.. ..

Mr. William Fawkes, solicitor, of Spelhoe, Queen's Park-parade, Northampton, who died on 16th December, left estate of the gross value of £6,279, with net personalty £1,734. He left : To the Corporation of Northampton, for their museum, the water-colour drawing of St. Giles-square, Northampton (by Vials), "which hangs in my office."

HIGH COURT OF JUSTICE—KING'S BENCH DIVISION. PROVISIONAL ROTA FOR TRINITY SITTINGS, 1930.

Weeks	Lord Chief Justice.	Avory, J.	Horridge, J.	Rowlatt, J.	McCardie, J.	Roche, J.	Swift, J.	Acton, J.	Branson, J.	Talbot, J.	Mackinnon, J.	Finlay, J.	Wright, J.	Hawke, J.	Charles, J.	Humphreys, J.	Macnaghten J.
Tuesday, June 17 to Saturday June 21	S.J.	South Eastern Circuit Hertford 18th Maidstone21st	S.J. Saturday Judge	Commercial List	N.J.	South Wales Circuit at Presteign Chester 18th	Western Circuit at Bodmin Exeter 18th	Midland Circuit Oakham 17th Lincoln 18th	North Wales Circuit at Mold Chester 18th	C.J.	Oxford Circuit at Monmouth Hereford 21st	Northern Circuit at Liverpool	Western Circuit Exeter 18th	North Eastern Circuit Durham 19th	Northern Circuit at Liverpool	North Eastern Circuit Durham 19th	Chambers
Monday, June 23 to Saturday, June 28	S.J.	at Maidstone	S.J.	Commercial List Saturday Judge	N.J. Chambers 27th	Swansea 25th	Bristol 24th	Notting-ham 25th	Swansea 25th	C.J.	Shrewsbury 26th	at Liverpool	Bristol 24th	Newcastle 26th	at Liverpool	Newcastle 26th	Chambers 24th C. C. C. 26th
June 30 to July 5	S.J.	Kingston 30th Lewes 5th	C.J.	Commercial List	Oxford Circuit Stafford 2nd	at Swansea	Winchester 1st	Derby 2nd	at Swansea	Chambers	Stafford 2nd	at Liverpool Manchester 5th	Winchester 1st	York 3rd	at Liverpool Manchester 5th	York 3rd	at C. C. C. Saturday Judge
July 7 to July 12	S.J.	at Lewes	C.J.	Midland Circuit Warwick 9th Birmingham 12th	Birmingham 12th	at Swansea Saturday Judge	at Winchester	at Derby	at Swansea	Commercial List	at Stafford	at Manchester	at Winchester	Leeds 9th	at Manchester	Leeds 9th	Chambers
July 14 to July 19	Crown Paper	at Lewes	S.J.	at Birmingham	at Birmingham	Commercial List	C.J.	Crown Paper	C. C. C. 17th	Crown Paper	N.J. Saturday Judge	at Manchester	N.J.	at Leeds	at Manchester	at Leeds	Chambers
July 21 to July 26	Crown Paper	Crown Paper Saturday Judge	S.J.	at Birmingham	at Birmingham	Commercial List	C.J.	Civil Paper	at C. C. C.	Crown Paper	N.J.	at Manchester	Chambers	at Leeds	at Manchester	at Leeds	Civil Paper
July 28 to Thursday July 31	Crown Paper	Crown Paper	N.J.				N.J.	Civil Paper	N.J.	Crown Paper	N.J.	N.J.	Chambers		N.J.		Civil Paper

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May, 1930) 3%. Next London Stock Exchange Settlement Thursday, 26th June, 1930.

	Middle Price 4th June 1930.	Flat Interest Yield.	Approximate Yield with redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	88½	4 10 8	—
Consols 2½%	55½	4 10 6	—
War Loan 5% 1929-47	102	4 18 0	—
War Loan 4½% 1925-45	98	4 11 10	4 14 0
War Loan 4% (Tax free) 1929-42	101½	3 18 10	3 16 0
Funding 4% Loan 1960-90	89½	4 9 5	4 9 0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	94½	4 4 8	4 6 0
Conversion 5% Loan 1944-64	103½	4 16 10	4 15 9
Conversion 4½% Loan 1940-44	98½	4 11 5	4 12 6
Conversion 3½% Loan 1961	77½	4 10 0	—
Local Loans 3% Stock 1912 or after	64½	4 13 0	—
Bank Stock	250½	4 15 10	—
India 4½% 1950-55	83½	5 7 9	5 15 0
India 3½%	61½	5 13 10	—
India 3%	51½	5 16 6	—
Sudan 4½% 1939-73	96	4 13 9	4 14 6
Sudan 4% 1974	86	4 13 0	4 15 6
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	83½	3 11 10	4 2 3
Colonial Securities.			
Canada 3% 1938	89	3 7 5	4 10 0
Cape of Good Hope 4% 1916-36	95	4 4 3	4 18 0
Cape of Good Hope 3½% 1929-49	83	4 4 4	4 16 0
Ceylon 5% 1960-70 (First Dividend £2 5s., 1st August, 1930.)	103	4 17 1	4 16 9
Commonwealth of Australia 5% 1945-75	87xd	5 14 11	5 12 3
Gold Coast 4½% 1956	91½xd	4 18 4	4 18 0
Jamaica 4½% 1941-71	93	4 16 9	4 18 3
Natal 4% 1937	95	4 4 3	4 16 9
New South Wales 4½% 1935-45	79½xd	5 13 2	6 6 3
New South Wales 5% 1945-65	88½	5 13 0	5 15 6
New Zealand 4½% 1945	95	4 14 9	4 19 0
New Zealand 5% 1946	99½xd	5 0 6	4 16 0
Nigeria 5% 1950-60 (First Dividend £1 15s., 1st August, 1930.)	101	4 19 0	4 18 6
Queensland 5% 1940-60	86½	5 15 7	5 19 0
South Africa 5% 1945-75	99xd	5 1 0	4 18 0
South Australia 5% 1945-75	86½xd	5 15 7	5 14 6
Tasmania 5% 1945-75	91½	5 9 3	5 10 0
Victoria 5% 1945-75	86½xd	5 15 7	5 14 6
West Australia 5% 1945-75	88½	5 13 0	5 14 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	63xd	4 15 3	—
Birmingham 5% 1946-56 (First Dividend £1 5s., 1st July, 1930.)	102	4 18 0	4 19 3
Cardiff 5% 1945-65	100	5 0 0	5 0 0
Croydon 3% 1940-60	71	4 4 6	4 18 9
Hastings 5% 1947-67 (First full half year's Dividend in October, 1930.)	102	4 18 0	4 17 6
Hull 3½% 1925-55	80	4 7 6	4 17 6
Liverpool 3½% Redeemable by agreement with holders or by purchase	74xd	4 14 7	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	54	4 12 7	—
London City 3% Consolidated Stock after 1920 at option of Corporation	64	4 13 9	—
Manchester 3% on or after 1941	65	4 12 7	—
Metropolitan Water Board 3% "A" 1963-2003	65	4 12 7	—
Metropolitan Water Board 3% "B" 1934-2003	66	4 10 11	—
Middlesex C.C. 3½% 1927-47	85	4 2 4	4 18 0
Newcastle 3½% Irredeemable	73	4 15 11	—
Nottingham 3% Irredeemable	62	4 16 9	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	101	4 19 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	83	4 16 5	—
Gt. Western Rly. 5% Rent Charge	100½	4 19 6	—
Gt. Western Rly. 5% Preference	96	5 4 2	—
L. & N.E. Rly. 4% Debenture	77	5 3 11	—
L. & N.E. Rly. 4% 1st Guaranteed	73	5 9 7	—
L. & N.E. Rly. 4% 1st Preference	65	6 3 1	—
L. Mid. & Scot. Rly. 4% Debenture	80	5 0 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	77	5 3 11	—
L. Mid. & Scot. Rly. 4% Preference	70	5 14 4	—
Southern Railway 4% Debenture	80	5 0 0	—
Southern Railway 5% Guaranteed	99	5 1 0	—
Southern Railway 5% Preference	91½	5 9 3	—

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

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